



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

Tuesday, May 24, 2016

6:00 PM

Council Chambers

Voting Meeting

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 MAY 10, 2016 VOTING MEETING

- 1. 16-238** APPROVAL OF THE MINUTES OF MAY 10, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of May 10, 2016

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Lauren Tolmachoff

2. **16-246** BOARDS, COMMISSIONS & OTHER BODIES
 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

PROCLAMATIONS AND AWARDS

3. **16-220** PROCLAIM JUNE 1 THROUGH JUNE 7, 2016 AS NATIONAL CPR AND AED
 AWARENESS WEEK
 Staff Contact: Terry Garrison, Fire Chief
 Presented By: Office of the Mayor
 Accepted By: Mr. TJ Dresher and Mr. Ian Winterstein, Firefighter
 Paramedics, Glendale Fire Department

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

4. **16-203** RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, GONZO
 SOCCER, INCORPORATED
 Staff Contact: Vicki Rios, Interim Director, Finance and Technology

 Attachments: Application
 Calls for Service
5. **16-204** RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, 100 CLUB
 OF ARIZONA
 Staff Contact: Vicki Rios, Interim Director, Finance and Technology

 Attachments: Application
 Calls for Service
6. **16-205** RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20273, BLACK BEAR
 DINER #69
 Staff Contact: Vicki Rios, Interim Director, Finance and Technology

 Attachments: Map
 Calls for Service
7. **16-206** RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20265, TWO
 BROTHERS MARKET
 Staff Contact: Vicki Rios, Interim Director, Finance and Technology

- Attachments:** Map
Calls for Service
8. **16-240** AWARD RFP 16-41, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC., TO PROVIDE INSURANCE BROKER AND RELATED CONSULTING SERVICES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** Agreement
Offer Sheet and Proposal Fees
Notice of Intent to Award
Bid Tabulation
Evaluation Summary
Insurance Broker Services
9. **16-244** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ELLIS, INC., FOR ACTUARIAL SERVICES TO COMPLETE THE GASB 45 VALUATION OF BENEFIT PLANS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** Professional Services Agreement
10. **16-234** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO EXTEND THE AGREEMENT FOR CDBG ROOF RESIDENTIAL REPAIR PROGRAM WITH JIM BROWN AND SONS, ROOFING INC., AND INCREASE EXPENDITURE AUTHORIZATION
Staff Contact: Erik Strunk, Director, Community Services
- Attachments:** Amendment No. 4
11. **16-237** AUTHORIZATION TO ENTER INTO A TWO-YEAR TEMPORARY LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC, FOR THE GALLERY GLENDALE AT WESTGATE RETAIL SPACE
Staff Contact: Erik Strunk, Director, Community Services
- Attachments:** Temporary License Agreement
12. **16-214** AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
Staff Contact: Craig Johnson, P.E., Director, Water Services
13. **16-215** AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM CENTRAL ARIZONA PROJECT
Staff Contact: Craig Johnson, P.E., Director, Water Services
14. **16-216** AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION

- Staff Contact: Craig Johnson, P.E., Director, Water Services
15. 16-217 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP
Staff Contact: Craig Johnson, P.E., Director, Water Services
16. 16-224 EXPENDITURE AUTHORIZATION FOR PRISONER DETENTION SERVICES FROM MARICOPA COUNTY
Staff Contact: Debora Black, Police Chief
17. 16-225 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR GENERAL ENGINEERING SERVICES
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Amendment No. 1
18. 16-226 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS TO THE CENTRAL TRAFFIC SIGNAL SYSTEM SOFTWARE
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Professional Services Agreement
19. 16-228 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR GENERAL MAINTENANCE AND REPAIR SERVICES
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Amendment No. 2
20. 16-229 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANE U.S. INC., FOR HVAC SERVICE AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Linking Agreement
21. 16-230 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH UNITED TECHNOLOGIES FOR HVAC SERVICE AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Linking Agreement
22. 16-231 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUN MECHANICAL CONTRACTING FOR HVAC SERVICE AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Linking Agreement
23. 16-232 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH JOHNSON CONTROLS, INC., FOR HVAC SERVICE AND REPAIRS

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

24. 16-239 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SWAINE ASPHALT CORPORATION FOR THE REMOVAL OF OLDER SPEED HUMPS AND RECONSTRUCTION OF NEW SPEED CUSHIONS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Construction Agreement
Bid Tabulation

CONSENT RESOLUTIONS

25. 16-235 RESOLUTION 5104: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 5104
Amendment No. 4

26. 16-218 RESOLUTION 5105: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX TO PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT
Staff Contact: Terry Garrison, Fire Chief

Attachments: Resolution 5105
Memorandum of Understanding
Letter from City of Phoenix

27. 16-219 RESOLUTION 5106: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION FOR THE PREVENTION AND SUPPRESSION OF WILDLAND FIRES
Staff Contact: Terry Garrison, Fire Chief

Attachments: Resolution 5106
Cooperative Fire Rate Agreement

28. 16-233 RESOLUTION 5107: AUTHORIZATION TO ADJUST RATES FOR MULTIPLE FRONT LOAD BINS FOR SOLID WASTE COLLECTION SERVICE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5107

29. 16-202 RESOLUTION 5108: AUTHORIZATION TO ADOPT A RESOLUTION EXPRESSING SUPPORT, IDENTIFYING PREFERENCES AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE HIGH CAPACITY TRANSIT STUDY LEADING ROUTE ALTERNATIVE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5108
Valley Metro Memorandum

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

- 30. 16-242** ORDINANCE 2988: REZONING (ZON) APPLICATION ZON15-12 (ORDINANCE) HONOR HEALTH - 6220 WEST BELL ROAD (PUBLIC HEARING REQUIRED)
Staff Contact: Jon. M. Froke, AICP, Planning Director

Attachments: Ordinance 2988 with Exhibit A
Citizen Participation Plan Final Report
ZON15-12
ZON15-12a

- 31. 16-243** RESOLUTION 5109 AND ORDINANCE 2989: GENERAL PLAN AMENDMENT (GPA) GPA15-05 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON15-13 (ORDINANCE): ARIZONA GENERAL HOSPITAL ER - 8310 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)
Staff Contact: Jon Froke, AICP, Planning Director

Attachments: Resolution 5109
Ordinance 2989 with Exhibit A
Citizen Participation Final Report
Concept Site Plan
GPA15-05
ZON15-13
GPA15-05 & ZON15-13A

- 32. 16-245** RESOLUTION 5110: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF LITCHFIELD PARK FOR THE ADMINISTRATION OF THE STRIP ANNEXATION BOUNDARY (RESOLUTION): MISSOURI AVENUE EAST OF LITCHFIELD ROAD (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: Resolution 5110
Intergovernmental Agreement
Site Map - 14900 W. Missouri Avenue

PUBLIC HEARING - ORDINANCES

- 33. 16-193** ORDINANCE 2990: AMENDMENTS TO ARTICLE III OF CHAPTER 21 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Ordinance 2990

34. 16-186 ORDINANCE 2991: AMENDMENT TO THE MODEL CITY PRIVILEGE (SALES) TAX CODE, ARTICLE III-LICENSING AND RECORDKEEPING (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: Ordinance 2991

ORDINANCES

35. 16-252 ORDINANCE 2992: FISCAL YEAR 2015-16 BUDGET AMENDMENTS
Staff Contact and Presenter: Vicki Rios, Interim Director, Finance and Technology
Attachments: Ordinance 2992 with Exhibit A

RESOLUTIONS

36. 16-251 RESOLUTION 5111: FISCAL YEAR 2016-2017 TENTATIVE BUDGET ADOPTION
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: Resolution 5111 with Exhibit A

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

File #: 16-238, Version: 1

APPROVAL OF THE MINUTES OF MAY 10, 2016 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, May 10, 2016

6:00 PM

Voting Meeting

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; Jennifer Campbell, Assistant City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Pastor Louis Bland of the Greater Faith Christian Church.

Councilmember Malnar introduced Boy Scout Troop 724, scout members Jeffrey Osborn, Austin Osborn, Nate Black, Aaron Vancomo. He also introduced scout leaders Nathan Coombs and Michael Vancomo. He said they are working on their Citizenship in the Community merit badge.

Mayor Weiers welcomed the Boy Scout Troop. Mayor Weiers also introduced students from Apollo Student Council also in attendance. He invited those students to join MYAC.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, spoke about a conversation he had with a friend regarding the money spent by a Councilmember hosting a dinner. He also discussed the money spent by a Councilmember on airline travel. He said 24% of Arizona residents live in poverty.

James Deibler, a Phoenix resident, said he is glad John F. Long is building homes at 91st Avenue and Camelback Road. He said Stonehaven will bring 1 million construction jobs to the region and is a good development for the city. The development is close to many Glendale attractions. He said Heroes Park and the Western Area Branch Library need to be finished. He said O'Neil Park pool should be renovated and open again for resident use.

APPROVAL OF THE MINUTES OF APRIL 26, 2016 VOTING MEETING

1. [16-169](#) APPROVAL OF THE MINUTES OF APRIL 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. [16-198](#) PROCLAIM MAY 15 THROUGH MAY 21, 2016 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF GLENDALE
Staff Contact: Jack Friedline, Director, Public Works
Presented By: Office of the Mayor
Accepted By: Jack Friedline, Director, Public Works
- Mayor Weiers proclaimed May 15 through May 21, 2016 as National Public Works Week in the City of Glendale. The award was accepted by Jack Friedline, Director, Public Works and Craig Johnson, Director Water Services. Several employees from both departments participated in the presentation.

CONSENT AGENDA

Ms. Pamela Hanna, City Clerk, read consent agenda item numbers 3 through 10 and consent resolution item numbers 11 through 16 by number and title.

3. [16-187](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR DESIGN PHASE SERVICES FOR WATER LINE REPLACEMENT AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services
- This agenda item was approved.**
4. [16-190](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH DC FROST ASSOCIATES, INC., FOR PARTS AND SERVICE FOR ULTRAVIOLET DISINFECTION SYSTEMS AT THE CITY'S TWO WATER RECLAMATION FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
- This agenda item was approved.**
5. [16-191](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS U.S., INC., TO EVALUATE TREATMENT PROCESSES AND PROPOSE IMPROVEMENTS AT THE WEST AREA WATER RECLAMATION FACILITY
Staff Contact: Craig Johnson, P.E., Director, Water Services
- This agenda item was approved.**
6. [16-212](#) AUTHORIZATION TO NAME THE MURPHY PARK AMPHITHEATER THE "E. LOWELL ROGERS AMPHITHEATRE"
Staff Contact: Erik Strunk, Director, Community Services
- Mr. Strunk said the Parks and Recreation Advisory Commission adopted guidelines in 2013 to assist individuals and groups interested in naming a park amenity or installing a plaque in the city park system. A request was received in March 2016 to rename the City Hall Amphitheatre in honor of E. Lowell Rogers. The Parks and Recreation Advisory Commission unanimously voted to approve the request. He said staff has been working

with the Rogers family and are looking to the 50th anniversary celebration of the Summer Band on June 23rd as the dedication date. He introduced Ken Yaeger and Curtis Rogers who were in the audience. Staff recommends authorizing naming of the Amphitheatre at Glendale City Hall in honor of the first Community Band Director, E. Lowell Rogers.

Vice Mayor Hugh wanted the public to know Lowell Rogers created the Community Band and it has gone on for years and has gotten bigger and better. The band is currently over 100 members. He explained the architect who designed City Hall also played in the Community Band. He is happy to have this item heard tonight.

Councilmember Aldama thanked Curtis Rogers and his family for his father's time and contribution to the Summer Band. He said it is a privilege to hear this item.

This agenda item was approved.

7. [16-199](#) AUTHORIZATION TO RATIFY EXPENDITURES FOR LIBRARY MEDIA SERVICES WITH MIDWEST TAPE, LLC
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

8. [16-200](#) AUTHORIZATION TO RATIFY EXPENDITURES FOR LIBRARY MEDIA SERVICES WITH BAKER & TAYLOR, LLC
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

9. [16-207](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BIBLIOTHECA, LLC FOR LIBRARY TECHNOLOGY SERVICES
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

10. [16-201](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, L.L.C., FOR THE GLENDALE MUNICIPAL LANDFILL SCALE HOUSE RELOCATION PROJECT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

11. [16-208](#) RESOLUTION 5098: AUTHORIZATION TO ENTER INTO AMENDMENT #1 TO AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF GLENDALE MUNICIPAL AIRPORT IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5098 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AMENDMENT NO. 1 TO THE AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT, GRANT NO. E5F3M, WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, FOR THE AIRPORT APRON AND LIGHTING PROJECT AT THE GLENDALE MUNICIPAL AIRPORT.

This agenda item was approved.

12. [16-209](#) RESOLUTION 5099: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-05-0203
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5099 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 ENTERING INTO CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-05-0203 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

13. [16-210](#) RESOLUTION 5100: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-95-X006-01
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5100 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 ENTERING INTO CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-95-X006-01 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

14. [16-189](#) RESOLUTION 5101: AUTHORIZATION TO ENTER INTO GRANT AGREEMENT DUIAC-I-025 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5101 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

15. [16-194](#) RESOLUTION 5102: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY TO ENHANCE COOPERATION AND UNDERSTANDING AMONG LAW ENFORCEMENT AGENCIES SERVING THE UNIVERSITY COMMUNITY
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5102 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, TO ENHANCE COOPERATION AND UNDERSTANDING AMONG LAW ENFORCEMENT AGENCIES SERVING THE UNIVERSITY COMMUNITY.

This agenda item was approved.

16. [16-197](#) RESOLUTION 5103: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MARICOPA COUNTY ATTORNEY'S OFFICE FOR THE TESTING OF EVIDENCE COLLECTION KITS
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5103 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE MARICOPA COUNTY ATTORNEY'S OFFICE FOR THE TESTING OF EVIDENCE COLLECTION KITS.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Hugh, seconded by Turner, to approve the recommended actions on Consent Agenda Item Numbers 3 through 10 and Consent Resolutions 11 through 16. 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 Tolmachoff, to hold the next regularly scheduled workshop on Tuesday, May 17, 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 reminded Ocotillo District residents of his mobile office hours from 5:30 p.m. to 7:00 p.m., to be held at O'Neil Park Community Center, 6448 W. Missouri Avenue. He also said he was cancelling July mobile office hours, but August mobile office hours would be held at the same location. He said there are no agendas, but reconstruction of the pool would be discussed.

Councilmember Chavira reminded everyone to be nice.

Councilmember Tolmachoff reminded Cholla residents that her Spring District Meeting is May 18, 2016, 6:30 p.m. to 8:00 p.m., at Legend Springs School, 21150 N. Arrowhead Loop Road.

Vice Mayor Hugh thanked John Faris, former director of the Community Band, for his efforts in renaming the amphitheater to E. Lowell Rogers Amphitheatre.

Mayor Weiers invited everyone to come see the Community Band performances. The band performs on Thursday evenings at 8 p.m. during the summer.

ADJOURNMENT

Mayor Weiers adjourned the City Council meeting at 6:31 p.m.



Legislation Description

File #: 16-246, **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.

Arts Commission

Eva Ndavu	Cactus	Reappointment	08/23/2016	08/23/2018
Carrie Richards	Mayoral	Reappointment	08/23/2016	08/23/2018
Carrie Richards - Chair	Mayoral	Reappointment	08/23/2016	08/23/2017

Aviation Advisory Commission

Terry Aramian	Barrel	Appointment	05/24/2016	11/24/2017
Randal Kruger	Mayoral	Appointment	05/24/2016	11/24/2016
Tim Topliff	Sahuaro	Appointment	05/24/2016	11/24/2016
Paul Dagostino - Chair	Cholla	Appointment	05/24/2016	11/24/2016

Board of Adjustment

Reginald Martinez	Barrel	Appointment	06/30/2016	06/30/2018
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Citizens Bicycle Advisory Committee

Larry Flatau	Barrel	Reappointment	07/25/2016	07/25/2018
Michael Scanlon	Barrel	Appointment	05/24/2016	02/12/2018
Kolby Waters	Ocotillo	Appointment	05/24/2016	03/05/2018
Michael Osborn	Barrel	Appointment	05/24/2016	02/12/2018

Citizens Transportation Oversight Commission

Donald Brazier	Barrel	Reappointment	07/25/2016	07/25/2018
CJ Williams	Cholla	Appointment	05/24/2016	03/25/2018

Commission on Persons with Disabilities

Kari McKay	Barrel	Appointment	05/24/2016	02/27/2018
Kristina Cadena	Ocotillo	Appointment	05/24/2016	04/26/2018

Community Development Advisory Committee

Valentina Imig	Cholla	Appointment	07/01/2016	07/01/2018
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Kevin Loera	Barrel	Appointment	07/01/2016	07/01/2018
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Industrial Development Authority

John Catledge	Cholla	Reappointment	08/23/2016	08/23/2022
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Library Advisory Board

Christian Allen - Teen	Mayoral	Reappointment	05/27/2016	05/27/2017
Nikki Gibala - Teen	Cholla	Reappointment	05/27/2016	05/27/2017
Diane Kocur	Cholla	Appointment	05/24/2016	04/13/2018
Teresa Collett - Vice Chair	Sahuaro	Appointment	05/24/2016	09/26/2016

Parks & Recreation Advisory Commission

Barbara Cole	Mayoral	Reappointment	05/27/2016	04/09/2018
Henry Rosas - Teen	Cactus	Reappointment	05/27/2016	05/27/2017

Risk Management/Worker's Compensation Trust Fund Board

Yvonne Knaack	Barrel	Appointment	07/24/2016	07/24/2019
Gary Deardorff - Chair	Mayoral	Reappointment	07/24/2016	07/24/2017



Legislation Description

File #: 16-220, Version: 1

PROCLAIM JUNE 1 THROUGH JUNE 7, 2016 AS NATIONAL CPR AND AED AWARENESS WEEK

Staff Contact: Terry Garrison, Fire Chief

Presented By: Office of the Mayor

Accepted By: Mr. TJ Drescher and Mr. Ian Winterstein, Firefighter Paramedics, Glendale Fire Department

Purpose and Recommended Action

This is a request for City Council to proclaim June 1-7, 2016, as National CPR and AED Awareness Week to strengthen the bystander “link” in the “cardiac chain of survival” for victims of ventricular fibrillation/sudden cardiac arrest. Glendale Firefighter Paramedic TJ Drescher and Firefighter Paramedic Ian Winterstein who in January of 2012 did CCC on Engineer Paramedic Mike Patten while coming back from vacation. TJ and Ian did Continuous Chest Compressions (CCC) for 10 minutes on their fellow firefighter prior to Tonopah Fire Department arrived and defibrillated Mike. Mike had a sudden cardiac event and is alive today due to their efforts. TJ, Ian and Mike will be present to accept the proclamation.

Background

Approximately 326,000 Americans suffer sudden cardiac arrest each year and more than 90 percent of them die before reaching the hospital. If CPR and defibrillation are not applied within 10 minutes after sudden cardiac arrest, there is virtually no chance of survival. However, in cities where defibrillation is provided within five to seven minutes, the survival rate from sudden cardiac arrest is as high as 49 percent.

The ADHS Bureau of EMS & Trauma System established the Save Hearts in Arizona Registry and Education (SHARE) Program to promote a comprehensive, standardized system of out-of-hospital cardiac arrest care throughout Arizona. In 2005, Glendale was one of two valley fire departments trained by Dr. Bobrow to implement the CCC-CPR protocol. In conjunction with the City of Glendale Fire Department offering Continuous Chest Compressions-Cardiopulmonary Resuscitation (CCC-CPR) and Automatic External Defibrillator (AED) training, along with AED units located across the City in public buildings and heavy traffic areas, we can promote evidence-based treatment and improve survival from out-of-hospital cardiac arrest.

Previous Related Council Action

Most recently presented to Council in May 2015.

Community Benefit/Public Involvement

Protecting the public, whether they are living here, working in, or visiting the City of Glendale, is an important goal for the City of Glendale and the Glendale Fire Department. Providing free one-hour CCC-CPR and AED classes to the public upon request of businesses, clubs, groups, organizations, and schools are the steps to

accomplish that goal. Training as many potential users of AED devices, having bystander CCC-CPR performed early in cardiac arrest, and ensure trainees know to call 911 as soon as possible during an emergency will save lives. The goal this year is to encourage citizens to take “Two Steps to Save a Life” (1) call 911 and (2) push hard and fast in the center of the chest, hands only -CPR. We would also like to encouraging citizens, organizations, and businesses to:

- **Learn CCC-CPR** - Contact the Glendale Fire Department. We provide free one-hour CCC-CPR and AED classes to the public upon request.
- **Know where the closest AED is located** - AED units are located across the City in public buildings and heavy traffic areas. Several businesses have purchased and registered their AED units with the SHARE Program.
- **Call 911-** Call 911 as soon as possible in an emergency. Stay on the line with the 911 operator until you are instructed to hang up.
- **Get Involved** - There are many ways to get involved and be part of saving a life. Learning how to call 911 early in an emergency and what information the operator needs to know. Take a class on CCC-CPR and invite a friend to go with you. If you belong to a group or an organization, get everyone involved. When you are out in a public or private building, be aware of the location of any AED unit. You never know when you may be called to action. Community leaders agree and support having AED units strategically placed in public buildings throughout the City. Typically less than 20% of bystanders do ANY CPR in Arizona. With your help, that number can be changed.



Legislation Description

File #: 16-203, **Version:** 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, GONZO SOCCER, INCORPORATED

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 three special event liquor licenses for Gonzo Soccer, Inc., submitted by Monica Gonzalez. These events will be held at the Westgate Entertainment District's Waterdance Plaza located at 6751 N. Sunset Boulevard on Sunday, June 5, from 10 a.m. to 11 p.m.; Wednesday, June 8 from 10 a.m. to 11 p.m. and Saturday, June 25, 2016 from 10 a.m. to 11 p.m. The purpose of these special event liquor licenses is for fundraising at Copa America Centenario.

Background Summary

The Westgate Entertainment District 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 six of the allowed 12 events 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: Gonzo Soccer 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

Westgate Entertainment District

N/A

623 385-7506

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: Westgate Entertainment District

Address of Location: 6751 N. Sunset Blvd. Glendale, 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: Gonzalez Monica [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 646 N Damen Ave #1 Chicago, IL, 77003
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (415) 859-0989

4. Applicant's email address: [REDACTED]

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? 5
 (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 Gonzo Soccer Inc Percentage 25%
 Address 646 N Damen Ave #1 Chicago, IL 77003
Street City State Zip

Name Westgate Entertainment District Percentage 75%
 Address 6751 North Sunset Blvd, Glendale, Arizona 85305
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.)

10-14 Number of Police 25-30 Number of Security Personnel Fencing Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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>6/5/16</u>	<u>Sunday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

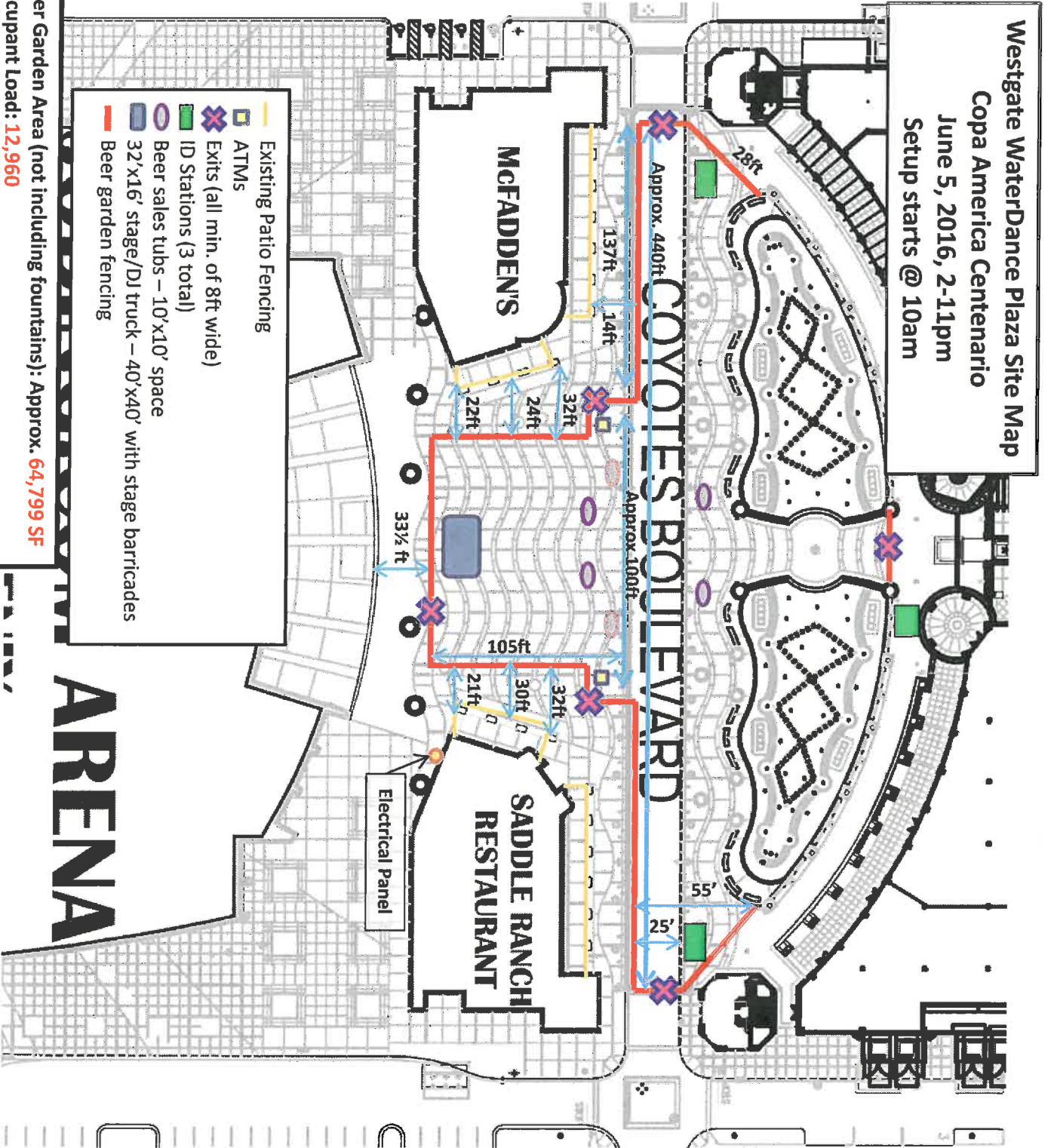
See 2nd page for Portable Restroom Locations

Westgate WaterDance Plaza Site Map

Copa America Centenario

June 5, 2016, 2-11pm

Setup starts @ 10am

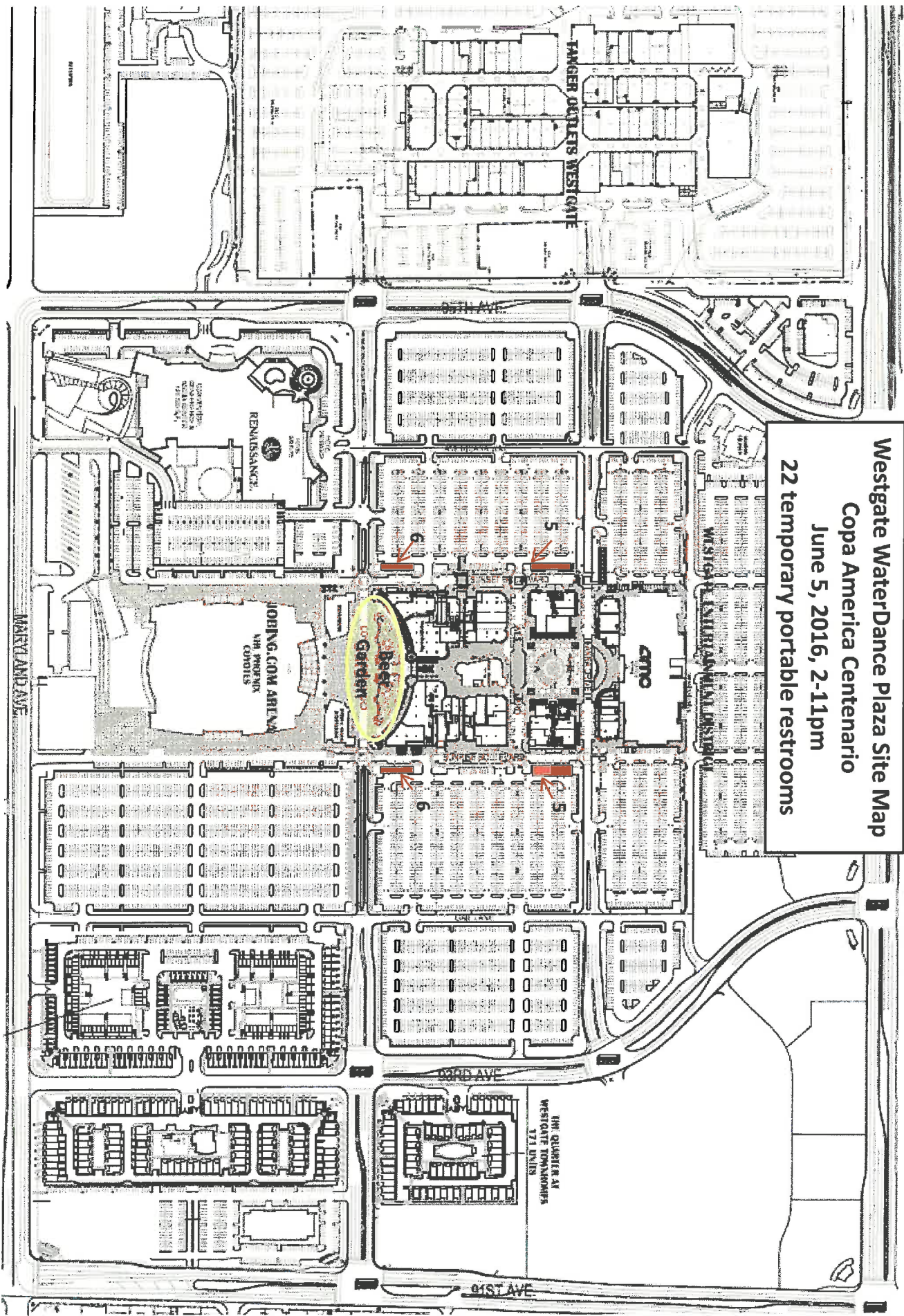


- Existing Patio Fencing
- ATMs
- Exits (all min. of 8ft wide)
- ID Stations (3 total)
- Beer sales tubs – 10'x10' space
- 32'x16' stage/DJ truck – 40'x40' with stage barricades
- Beer garden fencing

Total Beer Garden Area (not including fountains): Approx. 64,799 SF
 Total Occupant Load: 12,960

See 2nd page for Port-o-Potty Locations

Westgate WaterDance Plaza Site Map
Copa America Centenario
June 5, 2016, 2-11pm
22 temporary portable restrooms



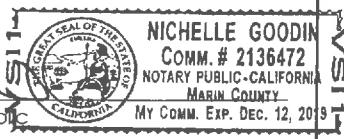
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

SIGN HERE

I, Monica Gonzalez 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 Monica Gonzalez Founder 4-25-2016 415-859-0989
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 25th APRIL 2016
Day Month Year
State CALIFORNIA County of MARIN

My Commission Expires on: 12/12/2019 Nichelle Goodin
Date Signature of Notary Public



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

SIGN HERE

I, Monica Gonzalez 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 Monica Gonzalez Founder 4-25-2016 415-859-0989
(Signature) Title/ Position Date Phone #

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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.

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: _____

WESTGATE

ENTERTAINMENT DISTRICT

April 27, 2016

To Whom It May Concern:

We, at Westgate Entertainment District, will be planning, hosting and managing the upcoming Copa America Centenario Fan Event on our property in WaterDance Plaza on June 5, 2016.

We are working with Gonzo Soccer Inc. as our designated charity partner for the event, and PVA Foundation will be the beneficiary of 25% of all revenue raised inside the beer garden during the events.

If you have any questions or need further clarification on our partnership with Gonzo Soccer Inc., please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki



Director of Marketing
Vestar/Westgate Entertainment District
6571 N. Sunset Blvd., Suite 333
Glendale, AZ 85305
623-385-7506

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)

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SECTION 1 Name of Organization: Gonzo Soccer 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

Westgate Entertainment District

N/A

623 385-7506

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
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City

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Zip

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4. Applicant's email address: [REDACTED]

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? 5
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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10-14 Number of Police 25-30 Number of Security Personnel Fencing Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

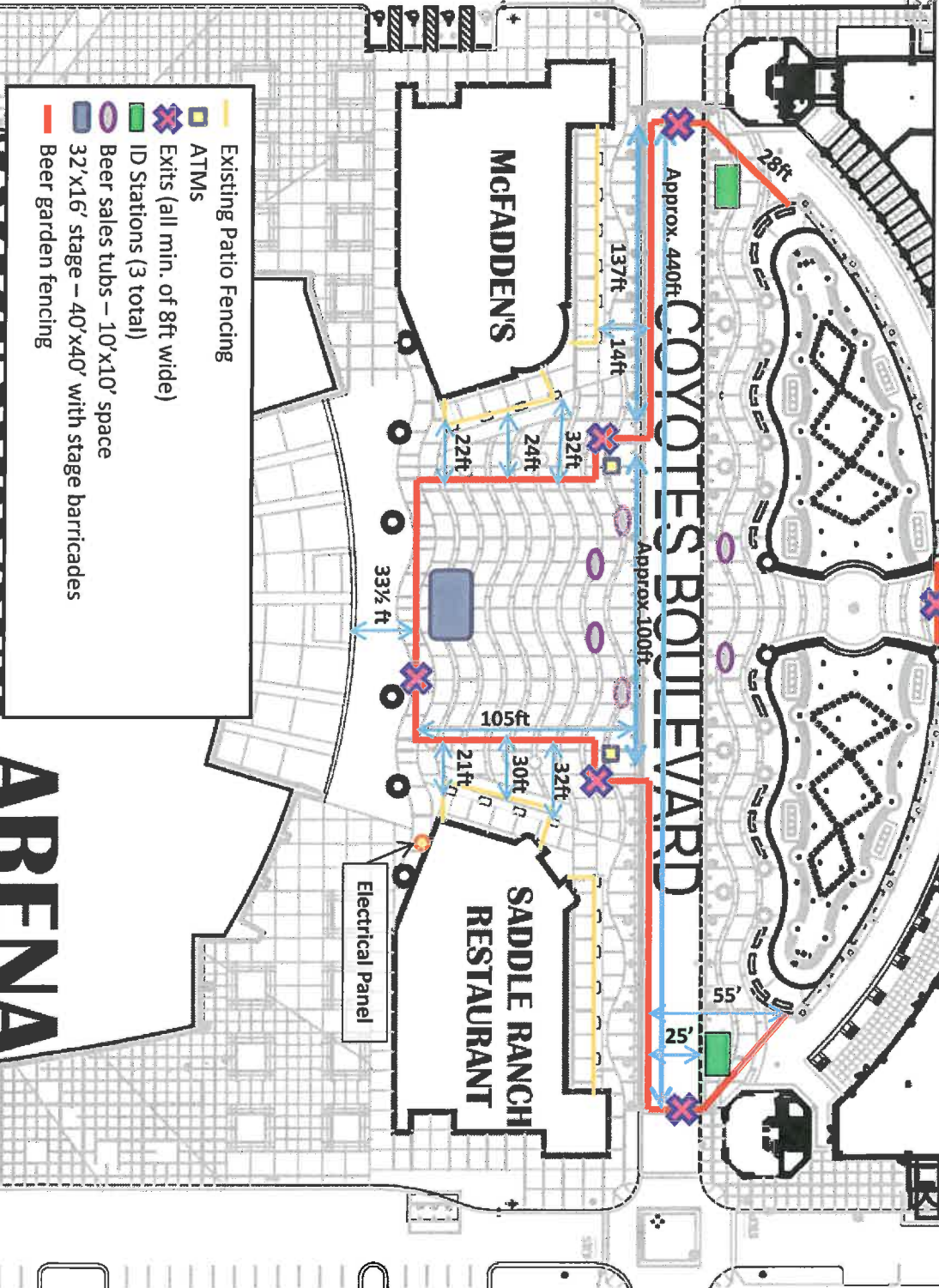
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DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

See 2nd page for Portable Restroom Locations

Westgate WaterDance Plaza Site Map

Copa America Centenario
 June 8, 2016, 4-11pm
 Setup starts @ 10am



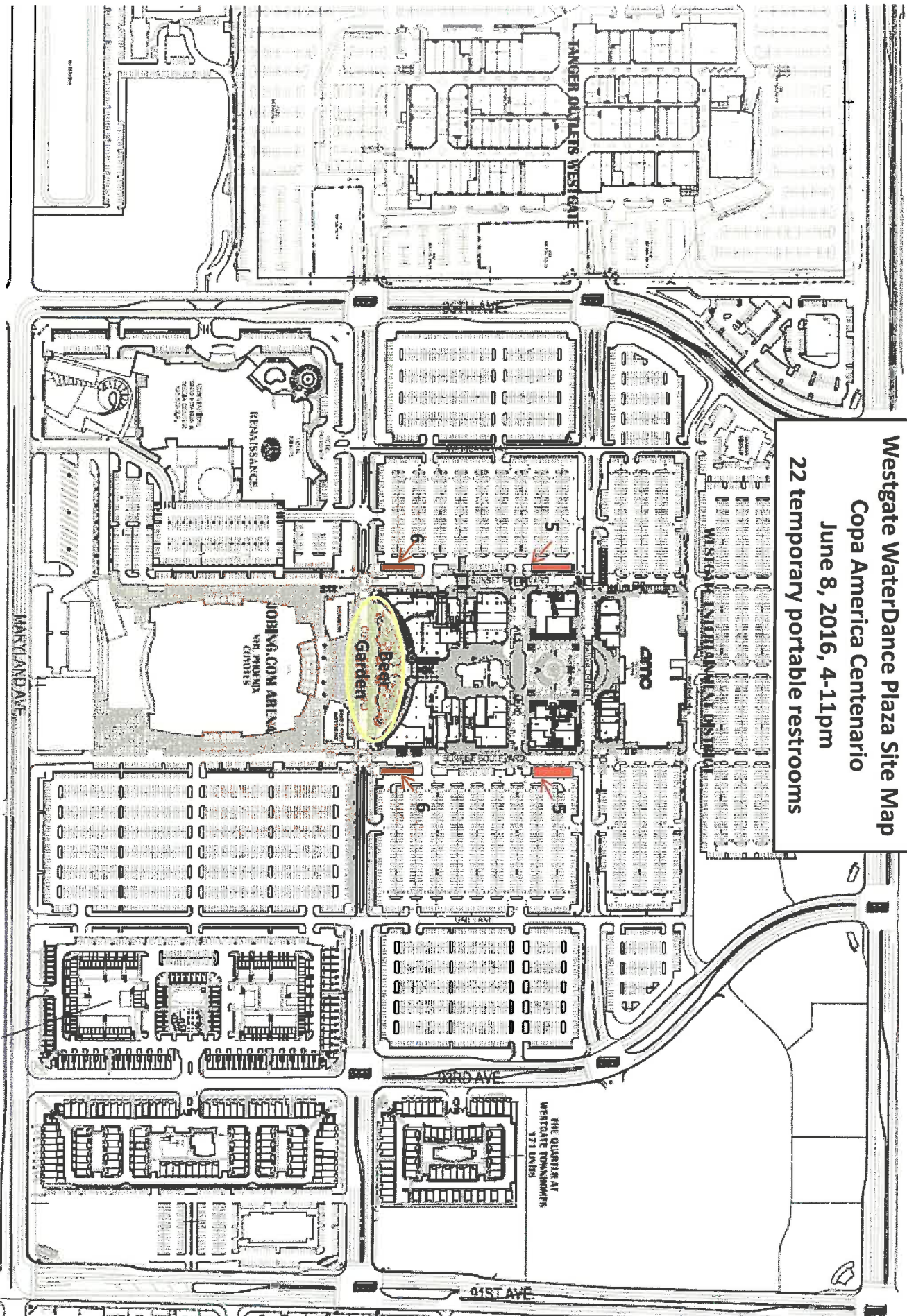
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- ATMs
- Exits (all min. of 8ft wide)
- ID Stations (3 total)
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Total Beer Garden Area (not including fountains): Approx. 64,799 SF
 Total Occupant Load: 12,960

ARENA

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Copa America Centenario
June 8, 2016, 4-11pm
22 temporary portable restrooms



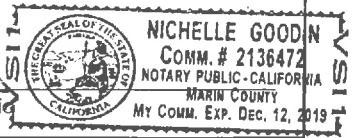
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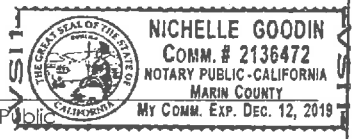
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(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



April 27, 2016

To Whom It May Concern:

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If you have any questions or need further clarification on our partnership with Gonzo Soccer Inc., please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki

A handwritten signature in black ink that reads "Jessica Kubicki". The signature is fluid and cursive, written in a professional style.

Director of Marketing
Vestar/Westgate Entertainment District
6571 N. Sunset Blvd., Suite 333
Glendale, AZ 85305
623-385-7506

Arizona Department of Liquor Licenses and Control
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FOR DLLC USE ONLY
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 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

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 Yes No

<u>Westgate Entertainment District</u>	<u>N/A</u>	<u>623</u>	<u>385-7506</u>
Name of Business	License Number	Phone (include Area Code)	

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Address of Location: 6751 N. Sunset Blvd. Glendale, AZ 85305

Street	City	County/State	Zip
--------	------	--------------	-----

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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 Gonzo Soccer Inc Percentage 25%
 Address 646 N Damen Ave #1 Chicago, IL 77003
Street City State Zip

Name Westgate Entertainment District Percentage 75%
 Address 6751 North Sunset Blvd, Glendale, Arizona 85305
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.)

10-14 Number of Police 25-30 Number of Security Personnel Fencing Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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

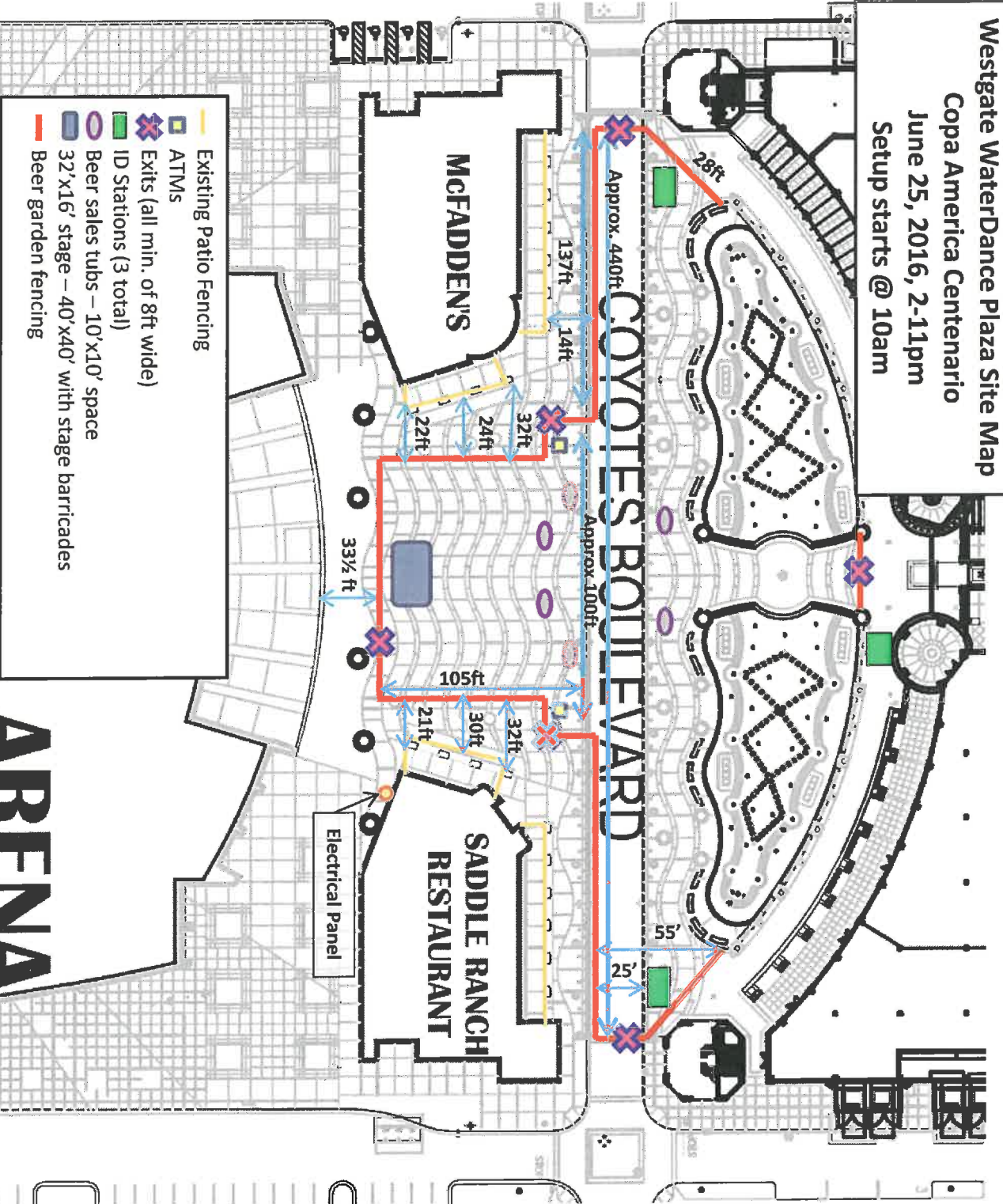
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>6/25/16</u>	<u>Saturday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

See 2nd page for Portable Restroom Locations

Westgate WaterDance Plaza Site Map

Copa America Centenario
 June 25, 2016, 2-11pm
 Setup starts @ 10am



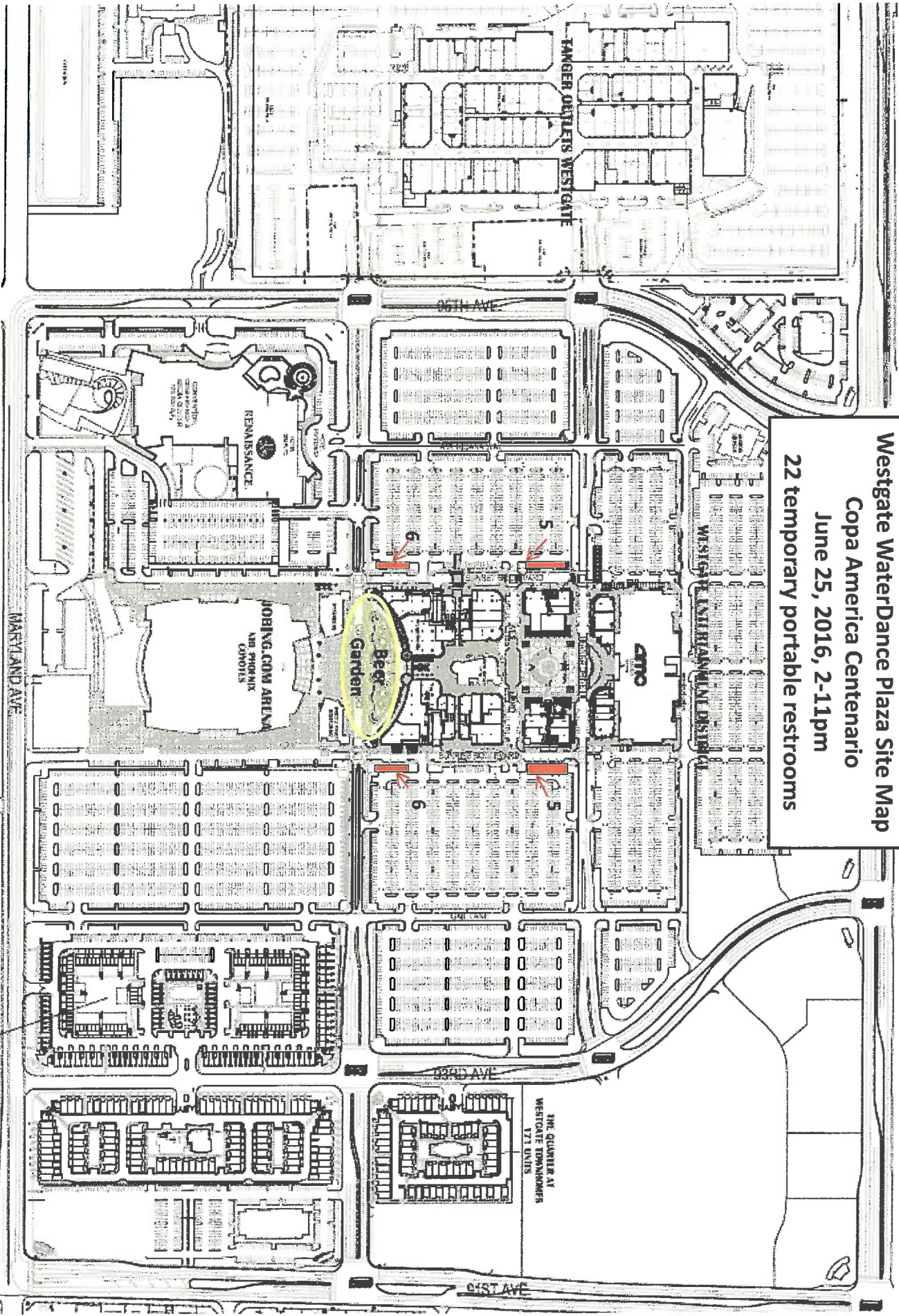
- Existing Patio Fencing
- ATMs
- Exits (all min. of 8ft wide)
- ID Stations (3 total)
- Beer sales tubs – 10'x10' space
- 32'x16' stage – 40'x40' with stage barricades
- Beer garden fencing

Total Beer Garden Area (not including fountains): Approx. **64,799 SF**
 Total Occupant Load: **12,960**

ARENA

See 2nd page for Port-o-Potty Locations

Westgate WaterDance Plaza Site Map
Copa America Centenario
June 25, 2016, 2-11pm
22 temporary portable restrooms



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

SIGN HERE

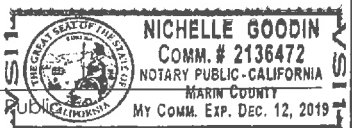
I, Monica Gonzalez declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
 Liquor License.

X Monica Gonzalez founder 4-25-2016 415-859-0989
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 25th APRIL 2016
Day Month Year

State CALIFORNIA County of MARIN

My Commission Expires on: 12/12/2019 Nichelle Goodin
Date Signature of Notary Public



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

I, **Monica Gonzalez** 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.

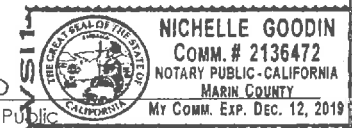
SIGN HERE

X Monica Gonzalez **Founder** 4-25-2016 415-859-0989
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 25th APRIL 2016
Day Month Year

State CALIFORNIA County of MARIN

My Commission Expires on: 12/12/2019 Nichelle Goodin
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.

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: _____



April 27, 2016

To Whom It May Concern:

We, at Westgate Entertainment District, will be planning, hosting and managing the upcoming Copa America Centenario Fan Event on our property in WaterDance Plaza on June 25, 2016.

We are working with Gonzo Soccer Inc. as our designated charity partner for the event, and PVA Foundation will be the beneficiary of 25% of all revenue raised inside the beer garden during the events.

If you have any questions or need further clarification on our partnership with Gonzo Soccer Inc., please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki

A handwritten signature in black ink that reads "j. kubicki". The signature is written in a cursive, lowercase style.

Director of Marketing
Vestar/Westgate Entertainment District
6571 N. Sunset Blvd., Suite 333
Glendale, AZ 85305
623-385-7506



16-54

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-27-16

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

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

Application Type: **New License**

Definition: New license

Business Name: **Gonzo Soccer Inc.**

Business Address: **646 N. Damen Ave #1, Chicago, IL (Event at Westgate 6751 N. Sunset Blvd.- Westgate)**

Applicant/s Information

Name: **Gonzalez, Monica**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/26/2015	Other Suites	New ownership call history beginning:
Liquor Related		13	
Vice Related			
Drug Related			
Fights / Assaults		34	
Robberies		2	
Burglary / Theft		28	
911 calls			
Trespassing		12	
Accidents		14	
Fraud / Forgery		2	
Threats		1	
Criminal damage		7	
Other non-criminal*		91	
Other criminal		16	
Total calls for service	N/A	220	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

All proceeds from this event go to the Gonzo Soccer Inc. and Westgate Entertainment District.

Event is scheduled for 06-05-16 (Sun).

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

Current License Holder:

New license

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-27-16</u>
Chief of Police or designee	<u>Debra Black</u>	<u>4-27-16</u>

16-55

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-27-16

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

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

Application Type: **New License**

Definition: New license

Business Name: **Gonzo Soccer Inc.**

Business Address: **646 N. Damen Ave #1, Chicago, IL (Event at Westgate 6751 N. Sunset Blvd.- Westgate)**

Applicant/s Information

Name: **Gonzalez, Monica**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/26/2015	Other Suites	New ownership call history beginning:
Liquor Related		13	
Vice Related			
Drug Related			
Fights / Assaults		34	
Robberies		2	
Burglary / Theft		28	
911 calls			
Trespassing		12	
Accidents		14	
Fraud / Forgery		2	
Threats		1	
Criminal damage		7	
Other non-criminal*		91	
Other criminal		16	
Total calls for service	N/A	220	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

All proceeds from this event go to the Gonzo Soccer Inc. and Westgate Entertainment District.

Event is scheduled for 06-08-16 (Wed).

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

Current License Holder:

New license

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-27-16</u>
Chief of Police or designee	<u>Debra Blake</u>	<u>4-27-16</u>

16-96

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-27-16

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

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

Application Type: **New License**

Definition: New license

Business Name: **Gonzo Soccer Inc.**

Business Address: **646 N. Damen Ave #1, Chicago, IL (Event at Westgate 6751 N. Sunset Blvd.- Westgate)**

Applicant/s Information

Name: **Gonzalez, Monica**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/26/2015	Other Suites	New ownership call history beginning:
Liquor Related		13	
Vice Related			
Drug Related			
Fights / Assaults		34	
Robberies		2	
Burglary / Theft		28	
911 calls			
Trespassing		12	
Accidents		14	
Fraud / Forgery		2	
Threats		1	
Criminal damage		7	
Other non-criminal*		91	
Other criminal		16	
Total calls for service	N/A	220	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the Gonzo Soccer Inc. and Westgate Entertainment District.

Event is scheduled for 06-25-16 (Sat).

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

Current License Holder:

New license

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-27-16</u>
Chief of Police or designee	<u>Debra Black</u>	<u>4-27-16</u>



Legislation Description

File #: 16-204, **Version:** 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, 100 CLUB OF ARIZONA

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 special event liquor license for the 100 Club of Arizona, submitted by Steve Horrell. The event will be held at the Westgate Entertainment District's Waterdance Plaza located at 6751 North Sunset Boulevard on Sunday, July 3 ,2016, from 10 a.m. to 11 p.m. The purpose of this special event liquor license is for fundraising at Westgate Firework Fest.

Background Summary

The Westgate Entertainment District is zoned PAD (Planned Area Development) and located in the Yucca District. If this application is approved, the total number of special event liquor licenses issued at this location will be seven of the allowed 12 events 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 the application and determined that it meets all technical requirements.

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

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: 100 Club of Arizona

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

SECTION 3 The organization is at: (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

Westgate Entertainment District N/A 602 385-7500
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: Westgate Entertainment District
Address of Location: 6751 N Sunset Blvd. Glendale, 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: Horrell Steve [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 333 N 44th St. Suite 100 Phoenix, AZ 85008
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (480) 538 2927

4. Applicant's email address: [REDACTED]

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? 5
 (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 100 Club of Arizona Percentage 25%
 Address 333 N 44th St Suite 100 Phoenix, AZ 85008
Street City State Zip

Name Westgate Entertainment District Percentage 75%
 Address 6751 N Sunset Blvd. Glendale, AZ 85305
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.)

10-14 Number of Police 25-30 Number of Security Personnel Fencing Barriers

Explanation: Wrist band and ID stations will be set up at all entrances, along with security and police personnel. Bike rack barricades will be used to enclose the beer garden area.

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

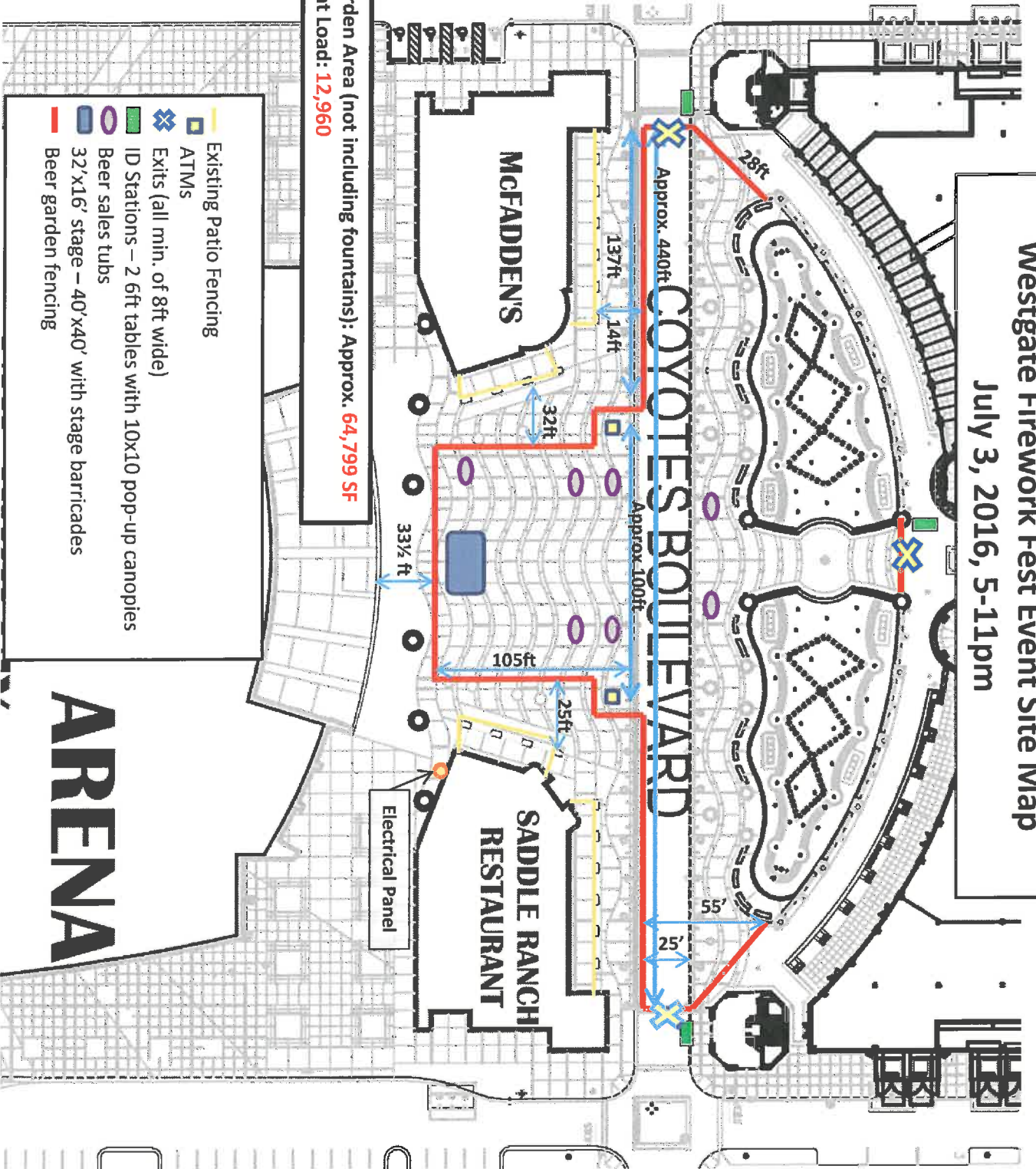
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>7/3/16</u>	<u>Sunday</u>	<u>10am</u>	<u>11pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Westgate Firework Fest Event Site Map
July 3, 2016, 5-11pm

See 2nd page for Port-o-Potty Locations

See 2nd page for Port-o-Potty Locations

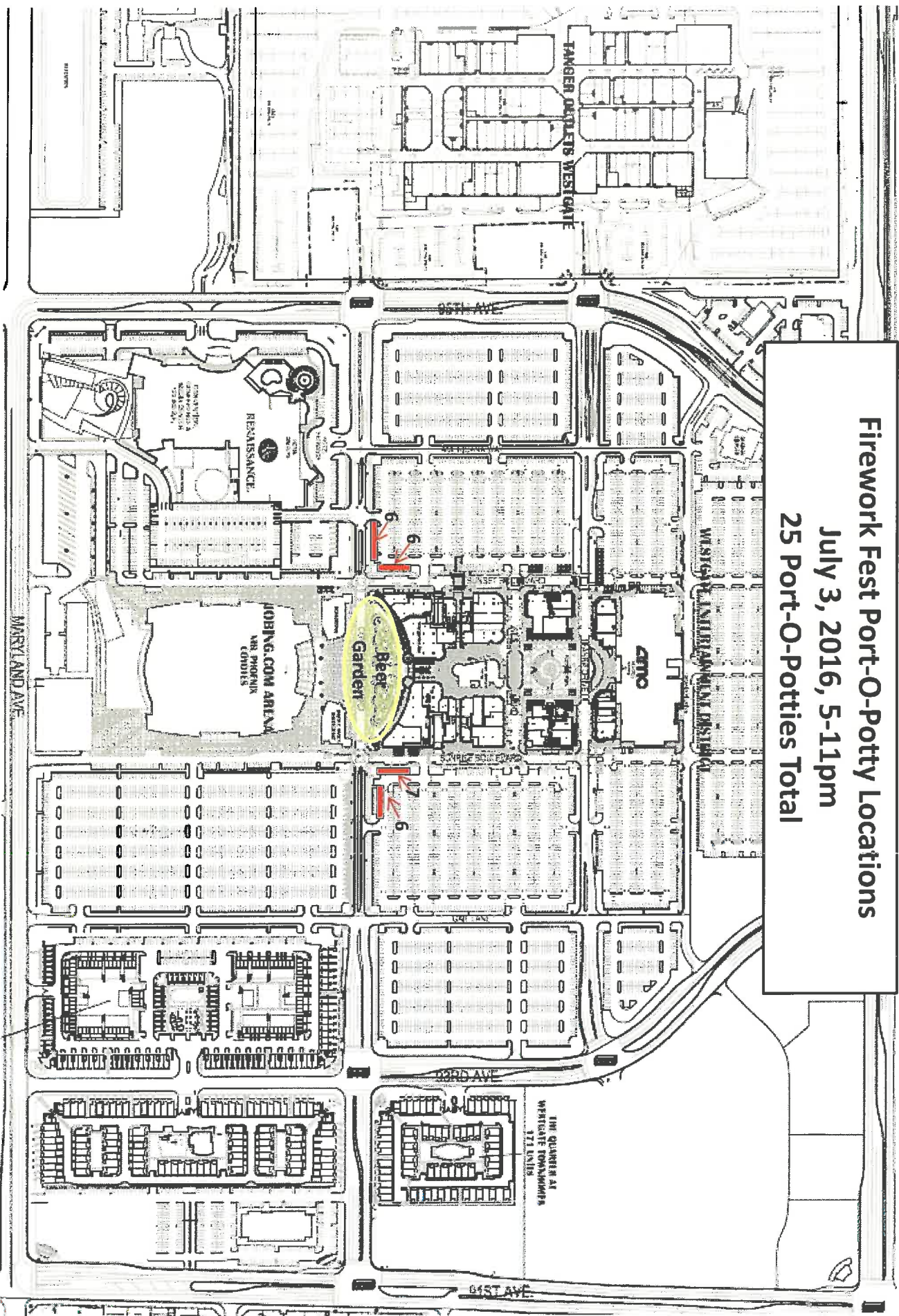


Total Beer Garden Area (not including fountains): Approx. **64,799 SF**
 Total Occupant Load: **12,960**

- Existing Patio Fencing
- ATMs
- Exits (all min. of 8ft wide)
- ID Stations – 2 6ft tables with 10x10 pop-up canopies
- Beer sales tubs
- 32'x16' stage – 40'x40' with stage barricades
- Beer garden fencing

ARENA

Firework Fest Port-O-Potty Locations
July 3, 2016, 5-11pm
25 Port-O-Potties Total



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

I, Steve Horrell 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 Steve Horrell President 4/13/2014 _____
(Signature) Title/ Position Date Phone #

SIGN HERE

The foregoing instrument was acknowledged before me this 13 April 2016
Day Month Year
 State Arizona County of Maricopa

My Commission Expires on: 09/29/2016
Date

Karely Alcantar
Signature of Notary Public


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

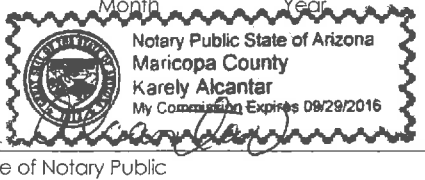
I, Steve Horrell declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and
 complete.

X Steve Horrell Board of Directors President 00/00/2016 602.469.4622
(Signature) Title/ Position Date Phone #

SIGN HERE

The foregoing instrument was acknowledged before me this 13 April 2016
Day Month Year
 State Arizona County of Maricopa

My Commission Expires on: 09/29/2016
Date

Karely Alcantar
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.

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: _____

WESTGATE

ENTERTAINMENT DISTRICT

April 13, 2016

To Whom It May Concern:

We, at Westgate Entertainment District, will be planning, hosting and managing the upcoming Westgate Firework Fest event on our property in WaterDance Plaza on July 3, 2016.

We are working with 100 Club of Arizona as our designated charity partner for the Firework Fest event, and 100 Club will be the beneficiary of 25% of all revenue raised inside the beer garden during the events.

If you have any questions or need further clarification on our partnership with 100 Club, please feel free to contact me, Jessica Kubicki, Marketing Director for Westgate Entertainment District.

Jessica Kubicki

Director of Marketing

Vestar/Westgate Entertainment District

6571 N. Sunset Blvd., Suite 333

Glendale, AZ 85305

623-385-7506

16-50

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-26-16

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

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

Application Type: **New License**

Definition: New license

Business Name: **100 Club of Arizona**

Business Address: **333 N. 44th St., Suite 100 (Event at Westgate 6751 N. Sunset Blvd.-
Waterdance Plaza)**

Applicant/s Information

Name: **Horrell, Steve**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/26/2015	Other Suites	New ownership call history beginning:
Liquor Related		13	
Vice Related			
Drug Related			
Fights / Assaults		34	
Robberies		2	
Burglary / Theft		28	
911 calls			
Trespassing		12	
Accidents		14	
Fraud / Forgery		2	
Threats		1	
Criminal damage		7	
Other non-criminal*		91	
Other criminal		16	
Total calls for service	N/A	220	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

All proceeds from this event go to the 100 Club of Arizona and Westgate Entertainment District.

Event is scheduled for 07-03-16 (Sun).

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

Current License Holder:

New license

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-26-16</u>
Chief of Police or designee	<u>[Signature]</u>	<u>4-27-16</u>



Legislation Description

File #: 16-205, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20273, BLACK BEAR DINER #69

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 12 (Restaurant) license for Black Bear Diner #69 located at 6039 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A605) was submitted by Andrea Dahlman Lewkowitz.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,792. Black Bear Diner #69 is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

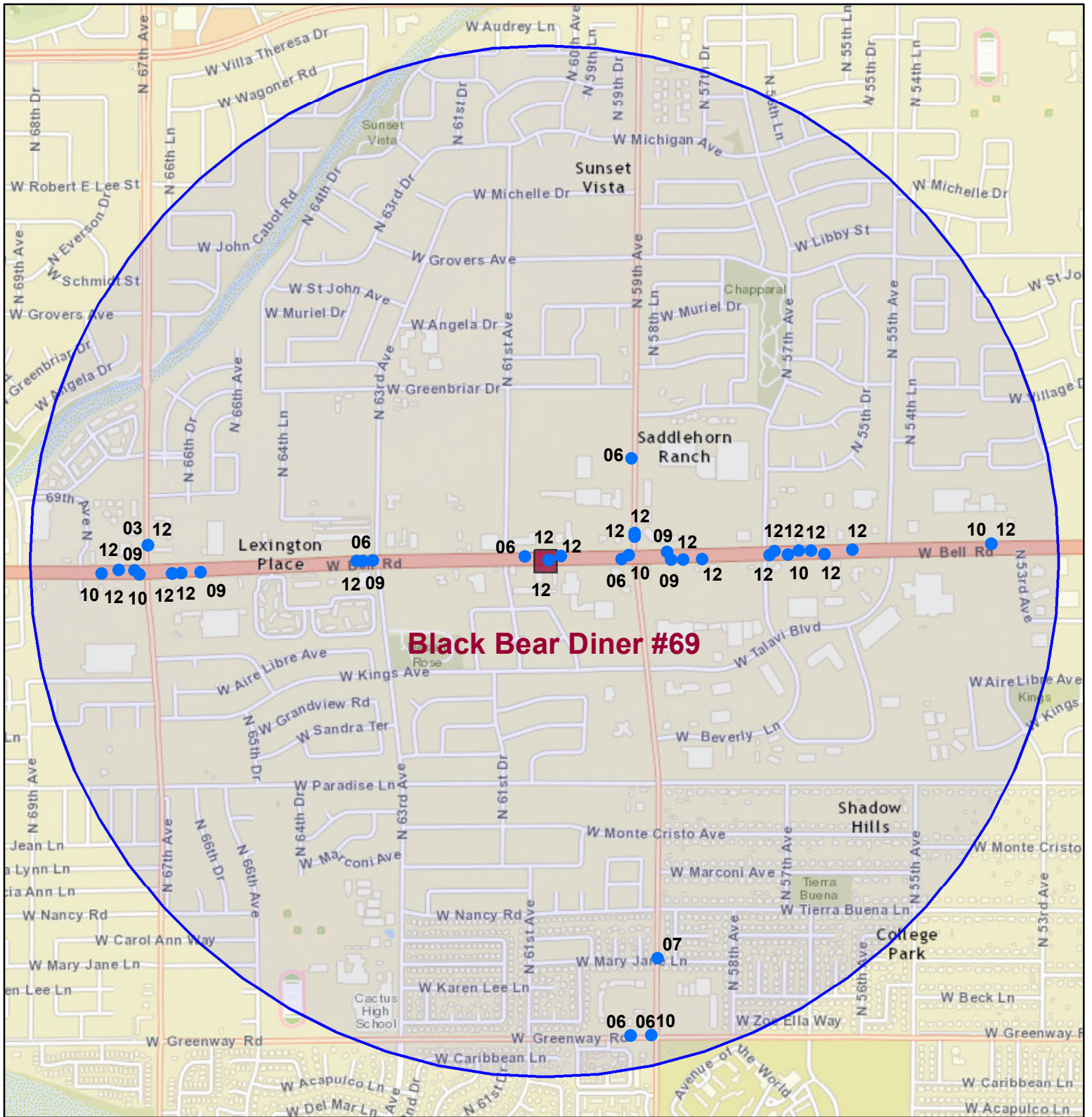
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	6
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	6
12	Restaurant	<u>20</u>
	Total	39

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 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, April 7 thru April 27, 2016.



BUSINESS NAME: Black Bear Diner #69

LOCATION: 6039 W. Bell Road

APPLICANT: Andrea Dahlman Lewkowicz

ZONING: C-2

APPLICATION NO: 5-20273

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



16-42

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-21-16

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Black Bear Diner**

Business Address: **6039 W. Bell Rd.**

Applicant/s Information

Name: **Lewkowitz, Andrea (Agent)**

Name: **Baird, Gilbert**

Name: **Dean, Bruce**

Name: **Ferguson, David**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/21/2011	Other Suites	New ownership call history beginning: 3-30-16
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	4		
Other criminal	2		
Total calls for service	10	N/A	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-21-16**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Black Bear Diner**

Business Address: **6039 W. Bell Rd.**

Applicant/s Information

Name: **Heinerscheid, Henry**

Name: **Hood, Aaron**

Name: **Manley, Robert**

Name:

Continuation of applicants.

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Lewkowitz, H. (Agent)
Jerry's Restaurants Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-21-16</u>
Chief of Police or designee	<u>[Signature]</u>	<u>4-21-16</u>



Legislation Description

File #: 16-206, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20265, TWO BROTHERS 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 Two Brothers Market located at 5508 North 43rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076750) was submitted by Dara To.

Background Summary

The location of the establishment is in the Cactus 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 21,869. Two Brothers 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.

Series	Type	Quantity
06	Bar - All Liquor	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	9
12	Restaurant	<u>2</u>
	Total	17

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, April 7 thru April 27, 2016.



BUSINESS NAME: Two Brothers Market

LOCATION: 5508 N. 43rd Avenue

APPLICANT: Dara To

ZONING: C-2

APPLICATION NO: 5-20265

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



16-41

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-21-16

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: **Two Brothers Market**

Business Address: **5508 N. 43rd Ave**

Applicant/s Information

Name: **To, Dara**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/21/2011	Other Suites	New ownership call history beginning: 3/31/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	4		
911 calls	2		
Trespassing			
Accidents	1		
Fraud / Forgery	1		
Threats			
Criminal damage			
Other non-criminal*	5		
Other criminal			
Total calls for service	13		

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Neenos B. Korkes (Agent)
Korkes Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-21-16</u>
Chief of Police or designee	<u>[Signature]</u>	<u>4-22-16</u>



Legislation Description

File #: 16-240, Version: 1

AWARD RFP 16-41, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC., TO PROVIDE INSURANCE BROKER AND RELATED CONSULTING SERVICES

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for City Council to award Request for Proposal (RFP) 16-41 for Insurance Broker and Related Consulting Services and approve entering into a contract with Alliant Insurance Services, Inc. Staff is recommending entering into a one-year contract with the authorization to renew up to an additional four years, in one-year increments, at a total cost of \$714,000.

Background

On March 10, 2016 Materials Management issued Request for Proposal (RFP) 16-41 for Risk Management to obtain property and casualty insurance brokerage and safety and loss control services. A copy of RFP 16-41 is attached titled "RFP 16-41 Ins Broker Svcs". The services of an insurance broker are required in order to access insurance and/or excess insurance to protect the city's employees and its assets.

Insurance brokerage services requires the chosen company to market and represent the city in obtaining insurance protection for all lines of insurance excluding employee benefits. This includes, but is not limited to, all risk property, builders' risk, boiler and machinery, cyber liability, pollution liability, crime, fiduciary liability, public officials' bond, excess workers' compensation and employer's liability, excess liability, airport owners' and operator's liability and special liability insurance for GRPSTC.

Safety and loss control services include, but are not limited to, the chosen company providing a part-time safety analyst to conduct inspections and audits of safety and health hazards in the work environment, provide city, federal and state occupational injury reports, evaluate emergency plans and assist in drills, review safety policies and processes, conduct safety training, staff the Safety Security and Alliance, evaluate losses and make loss reduction recommendations and assist departments in complying with federal and state regulations.

Responses to the RFP were due on March 30, 2016. Two responses were received from Alliant Insurance Services, Inc. (incumbent) and Willis Towers Watson.

Analysis

A five-member panel was put together to review the responses and select the proposal deemed to be the most advantageous and best meet the City's overall needs taking into consideration the evaluation factors set forth in the RFP.

The proposals were rated in three areas, experience and qualifications, method of approach, and cost. The insurance brokerage services were evaluated separately from the safety and loss control services. There was a total of 1,000 points available for each of the services. Alliant was awarded 968 points and Willis Towers Watson 836 points for insurance brokerage services. Alliant was awarded 837 points and Willis Towers Watson 699 points for safety and loss control services. Attached is the evaluation summary titled "RFP 16-41 Council Evaluation Summary".

The review panel recommended Alliant Insurance Services for both the insurance brokerage and safety and loss control services. On April 13, 2016 Materials Management sent the Notice of Intent to Award to Alliant and it was posted on the City's website. A copy of the Notice of Intent to Award Letter is attached. There was a seven business day time period to allow for any formal protests which ended on April 20, 2016. There were no protests filed.

If approved, the contract will be awarded for a one-year term with the option to renew up to an additional four years for a total of five years. Alliant bid the insurance brokerage services on a flat fee basis. The total cost of brokerage services for the term of the contract is \$298,000.00.

In addition, if the City requests and purchases a new line of insurance coverage, the first year that coverage is purchased, Alliant will charge a 10% commission on the cost of that insurance. After the first year of purchasing the new coverage, the brokerage services to maintain that line of coverage will be included in the flat fee. We estimated the cost of commissions on new coverage at \$15,000 per year for a total of \$75,000 for the duration of the contract.

For safety and loss control services, Alliant bid \$150 per hour up to a maximum number of hours per year. The total cost of safety and loss control services for the term of the contract is \$341,000. A copy of the cost tabulation sheet is attached titled "RFP 16-41 Council Cost Tabulation" and a copy of the Offer Sheet is attached titled "Alliant Ins. Offer Sheet and Proposal Fees".

The Risk Management and Workers' Compensation Trust Fund Board met on April 20, 2016 and recommends Council approve entering into a contract with Alliant Insurance Services, Inc. for insurance brokerage and safety and loss control services in an amount not to exceed \$714,000. For the upcoming 2016/17 fiscal year, funds have been appropriately budgeted for these services in the Risk Management and Workers' Compensation Trust Funds.

Previous Related Council Action

In January, 2006 City Council approved an award of RFP 05-41 for property insurance and broker services to Alliant Insurance Services, Inc.

Budget and Financial Impacts

The cost for property and casualty brokerage services is expensed from the Risk Management Trust Fund as the majority of the brokerage services relates to property and casualty insurance. The total five year cost for insurance brokerage is \$298,000 and the cost of new insurance is \$75,000 which totals \$373,000.

The safety and loss control services is expensed from the Workers' Compensation Trust Fund as the purpose is to protect the city's employees. The total cost is \$341,000.

The total five-year contract cost is \$714,000.

Cost	Fund-Department-Account
\$373,000	2540-18010-518200 Risk Management Self Insurance - Risk Management Trust Fund - Professional and Contractual
\$341,000	2560-18110-518200 Workers Comp Self Insurance - Worker's Compensation Trust Fund - Professional and Contractual

Budgeted? Yes

**AGREEMENT FOR
INSURANCE BROKER AND RELATED CONSULTING SERVICES**

City of Glendale Solicitation No. RFP 16-41

This Agreement for Property and Casualty Insurance Brokerage and Safety and Loss Control related services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Alliant Insurance Services, Inc., a Delaware 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. RFP 16-41 (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 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.

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"). Notwithstanding the foregoing, City acknowledges that Contractor, in performing the services, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes, procedures, techniques and written materials of Contractor that existed prior to the commencement of the services, and City agrees that Contractor shall retain all right, title and interest in and to such items; provided, however, that Contractor hereby grants City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the work product and are required for City's own internal use of the work product.
 - (1) This grant is effective whether the Work Product is on paper (*e.g.*, a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors, will be for the initial term plus any renewal terms up to a total of five years. For the five-year term of the Project, the compensation will not exceed: (a) \$298,000 for Property and Casualty Brokerage service fees; (b) a maximum of \$75,000 as compensation earned as a 10% commission on the cost of new or additional policies not identified in Section 2.2 of the RFP; and

(c) \$341,000 as compensation for Safety and Loss Control Consulting Services. The total amount of compensation for all services for the entire term of this Agreement (*i.e.*, the initial term and any renewal terms) shall not exceed **\$714,000**, 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. Contractor may pursue available legal and equitable remedies to recover payments due.

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.
- c. Nothing in this Agreement limits Contractor's or the City's right to pursue available legal and equitable remedies to recover payments or refunds due.

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 furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of Section 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.
- c. Nothing in this Agreement limits Contractor's right to dispute the City's claims or damages, or otherwise pursue available legal and equitable remedies to recover payments due.

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. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Policy shall be endorsed to include the following additional insured language: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor?"

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

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City of Glendale.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- e. Professional Liability (Errors and Omissions Liability). Broker's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Agreement.

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

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 Contract is completed.

- f. Technology Errors and Omissions Liability. This policy shall cover errors and omissions, product failure, security failure, professional liability and personal injury for those positions as defined in the Scope of Services of this Agreement.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that this insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 Contract is completed.

- g. 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.

- h. 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 Subcontractor's Policies, which will confirm the existence or issuance of Contractor and Subcontractor'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 Subcontractor's Policies, or to examine Contractor and Subcontractor's Policies, or to inform Contractor or Subcontractor 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 Subcontractor policies as required will constitute a material default under the Agreement.

- i. 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).
- j. 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 Subcontractors.

- a. Contractor must also cause its Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subcontractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Subcontractor does have is appropriate for the Subcontractor's work under this Agreement.
- c. Contractor and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

Alliant Insurance Services, Inc.
c/o Christine Tobin, Senior Vice President
1301 Dove Street, Suite 200
Newport Beach, CA 92660

- 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 Dianne Shoemake, Risk Manager, Risk Management Division
5850 West Glendale Avenue, B56
Glendale, Arizona 85301
623-930-2856

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 any such price adjustment 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

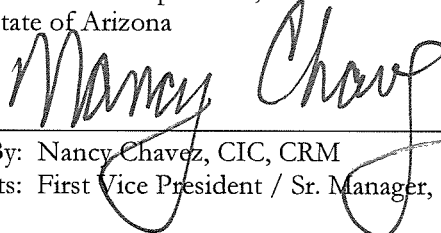
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Alliant Insurance Services, Inc.,
a Delaware corporation, authorized to do business in the
State of Arizona



By: Nancy Chavez, CIC, CRM
Its: First Vice President / Sr. Manager, Operations

EXHIBIT A
Request for Proposal 16-37
Insurance Broker and Related Consulting Services
PROJECT

The Contractor shall provide property and casualty insurance brokerage (insurance placement) and related services as stated in Section 3.2 and safety and loss control services as stated in Section 3.3 of RFP 16-41 Scope of Work and consistent with the contractor's response to the RFP. RFP 16-41 and the Contractor's response are attached and considered as part of this contract.

EXHIBIT B
Request for Proposal 16-37
Insurance Broker and Related Consulting Services
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation for brokerage services for property and casualty & safety and loss control will be paid in the manner described in Section 5 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 during the entire term of the Project must not exceed \$714,100.00.

DETAILED PROJECT COMPENSATION

FLAT PROPERTY AND CASUALTY BROKERAGE SERVICES FEES:

Year 1	\$56,000
Year 2	\$56,000
Year 3	\$59,000
Year 4	\$62,000
Year 5	\$65,000
TOTAL:	\$298,000

NEW OR ADDITIONAL POLICIES COMMISSION:

Years 1 through 5 = 10% commission on the cost of new or existing policies not stated in Section 2.2 of the RFP.
Total amount of the commissions earned over the entire 5-year term shall not exceed \$75,000.

FLAT SAFETY AND LOSS CONTROL SERVICES FEES:

Year 1	\$78,000 or 520 hours @ \$150 per hour
Year 2	\$65,100 or 420 hours @ \$155 per hour
Year 3	\$64,000 or 400 hours @ \$160 per hour
Year 4	\$66,000 or 400 hours @ \$165 per hour
Year 5	\$68,000 or 400 hours @ \$170 per hour
TOTAL:	\$341,100

EXHIBIT C

Request for Proposal 16-37

Insurance Broker and Related Consulting Services

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.

7.0 PROPOSAL FEES

7.1 PROPERTY & CASUALTY PRICE SCHEDULE

“Flat Fee” – Covers services listed in Part 1 Scope of Work, Property and Casualty Insurance Brokerage (Insurance Placement) and Related Services.

“Commission %” – For services performed related to Property and Casualty Brokerage, the stated commission percentage will apply as a fee, for the first policy year of such new policy, not including the current placements. After the first policy year of such policy, the services will be covered under the Flat Fee.

Proposers shall set forth a Flat Fee for property and casualty insurance brokerage services listed in this RFP, and set forth in the “Commission %” section below an additional percentage fee based on premium for performing the services on new policies not included in the current placements or state in the Commission% column below whether such services are included in the Flat Fee.

Please note: Proposers are not authorized to approach or block any markets at this time.

FLAT FEE for current policies listed and other insurance brokerage services as listed in the Scope of Work		For NEW or Additional Policies Commission percent (%) for Services that are listed in the Scope of Work	
Contract Year	Flat Fee	Contract Year	Commission %
Year 1	\$56,000	Year 1	10%
Year 2	\$56,000	Year 2	10%
Year 3	\$59,000	Year 3	10%
Year 4	\$62,000	Year 4	10%
Year 5	\$65,000	Year 5	10%

Both price columns must be completed.

7.1.1 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.


7.1.2 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.

*Includes standard loss control services within our Insurance Broker Services Programs (appraisals, infrared, property specific loss control, webinars, IRIC training and assistance) and are included within our above broker fees.

OFFEROR NAME: Alliant Insurance Services, Inc.

	City of Glendale Materials Management Solicitation Number: RFP 16-41 INSURANCE BROKER AND RELATED CONSULTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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7.2 SAFETY AND LOSS CONTROL SERVICES PRICE SCHEDULE

“Flat Fee” – Covers services listed in Part 2 Scope of Work, Safety and Loss Control and Related Services and any additional services proposed by the contractor, **OR**

“Hourly Rate” – For services performed related to Safety and Loss Control and Related Services, the stated hourly rate including the total number of hours and total fee to complete the Safety and Loss Control and Related Services based upon the proposed Scope of Work.

Proposers shall set forth a “Flat Fee” for Safety and Loss Control and Related Services listed in this RFP, **OR** the ‘Hourly Rate’ based upon the proposed Scope of Work.

FLAT FEE Safety and Loss Control and Related Services Listed in Proposed Scope of Work		HOURLY RATE Safety and Loss Control and Related Services Listed in Scope of Work.	
Contract Year	Flat Fee	Contract Year	Hourly Rate Total Hours Total Fee
Year 1	520 hours at \$78,000	Year 1	Hourly rate: \$150.00 Total Hours: 520 Total Fee: \$78,000
Year 2	420 hours at \$65,100	Year 2	Hourly rate: \$155.00 Total Hours: 420 Total Fee: \$65,100
Year 3	400 hours at \$64,000	Year 3	Hourly rate: \$160.00 Total Hours: 400 Total Fee: \$64,000
Year 4	400 hours at \$66,000	Year 4	Hourly rate: \$165.00 Total Hours: 400 Total Fee: \$66,000
Year 5	400 hours at \$68,000	Year 5	Hourly rate: \$170.00 Total Hours: 400 Total Fee: \$68,000

Both price columns must be completed.

7.2.1 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

7.2.2 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.

OFFEROR NAME: Alliant Insurance Services, Inc.



Notice of Intent to Award

April 13, 2016

RFP Number: 16-41 INSURANCE BROKER AND RELATED CONSULTING SERVICES

Thank you for participating and submitting an Offer for the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed the evaluation process of the proposals received. The recommended award for this solicitation is to **Alliant Insurance Services, Inc.**, who is deemed to be the most responsible and responsive offeror based on the evaluation factors set forth in the Request for Proposal and whose proposal is determined to meet the overall needs of the City.

If you have any questions, or would like further information about the award, please contact me on or before April 20, 2016.

Sincerely,

Crista Clevenger

Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
Email: CClevenger@Glendaleaz.com

COUNCIL COMMUNICATION BID TABULATION
RFP 16-41 Insurance Broker & Related Consulting Services

Property & Casualty	Alliant Insurance Service		Willis Towers Watson	
		Flat Fee		Flat Fee
Year 1		\$56,000.00		\$55,000.00
Year 2		\$56,000.00		\$55,000.00
Year 3		\$59,000.00		\$55,000.00
Year 4		\$62,000.00		\$55,000.00
Year 5		\$65,000.00		\$55,000.00
Year 1 - Commission %	10%		15%	
TOTAL		\$298,000.00		\$275,000.00

POINTS P & C

185

200

Safety & Loss Control	Alliant Insurance Service		Willis Towers Watson	
	Hrs	Flat Fee		Flat Fee
Year 1	520	\$78,000.00		\$18,000.00
Year 2	420	\$65,100.00		\$18,000.00
Year 3	400	\$64,000.00		\$18,000.00
Year 4	400	\$66,000.00		\$18,000.00
Year 5	400	\$68,000.00		\$18,000.00
TOTAL		\$341,100.00		\$90,000.00
POINTS S & L		53		200
	Hourly Rate	Total Hourly Fee	Hourly Rate*	Total Hourly Fee***
Year 1	\$150x520=	\$78,000.00	\$125x10=	\$18,000.00
Year 2	\$155x520=	\$65,100.00	\$125x10=	\$18,000.00
Year 3	\$160x400=	\$64,000.00	\$125x10=	\$18,000.00
Year 4	\$165x400=	\$66,000.00	\$125x10=	\$18,000.00
Year 5	\$170x400=	\$68,000.00	\$125x10=	\$18,000.00
TOTAL		\$341,100.00	**	\$90,000.00
		53		200

*10 hours per month will not meet the project needs

**Non-compliant pricing

***Bid \$18,000 Calculation = \$15,000

Alliant Insurance Services

Annual Summary of costs including commissions

Year 1	$\$56,000 + \$78,000 = \$134,000$ 10% commission = \$15,000 (\$75,000 /5) Total Annual #1: \$149,000
Year 2	$\$56,000 + \$65,100 + \$121,100$ 10% commission = \$15,000 Total Annual #2: \$136,100
Year 3	$\$59,000 + \$64,000 = \$123,000$ 10% commission = \$15,000 Total Annual #3: \$138,000
Year 4	$\$62,000 + \$66,000 = \$128,000$ 10% commission = \$15,000 Total Annual #4: \$143,000
Year 5	$\$65,000 + \$68,000 = \$133,000$ 10% commission = \$15,000 Total Annual #5: \$148,000

Five Year Total Costs:

\$714,000.00

COUNCIL COMMUNICATION SUMMARY				
RFP 16 - 41				
INSURANCE BROKER & RELATED CONSULTING SERVICES				
	Experience & Qualifications 40%	Method of Approach 40%	Cost Property & Casualty 20%	Maximum Points Awarded
TOTAL CATEGORY POINTS	400	400	200	1000
Alliant Insurance Services	391	392	185	968
Willis Towers Watson	338	298	200	836
	Experience & Qualifications 40%	Method of Approach 40%	Cost Safety & Loss 20%	Maximum Points Awarded
TOTAL CATEGORY POINTS	400	400	200	1000
Alliant Insurance Services	391	393	53	837
Willis Towers Watson	302	197	200	699

Award Recommendation - Property & Casualty Broker and Safety & Loss Control

Alliant Insurance Services Inc. is deemed to be the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the request for proposals.



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-41

DESCRIPTION: INSURANCE BROKER AND RELATED CONSULTING SERVICES

PUBLISHED DATE: MARCH 10, 2016

OFFER DUE DATE AND TIME: MARCH 30, 2016, 2:00 PM (Local Time)

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 (3rd) 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 Section 4.2 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



**City of Glendale
Materials Management
Solicitation Number: RFP 16-41
INSURANCE BROKER AND RELATED
CONSULTING SERVICES**

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

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	City of Glendale Materials Management Solicitation Number: RFP 16-41 INSURANCE BROKER AND RELATED CONSULTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 INTRODUCTION

1.1 The City of Glendale invites proposals for Insurance Broker Services and safety/loss control consulting services (“Services”). This RFP covers two categories of Services:

- A. Property and Casualty insurance placement and related services, as more fully defined in Scope of Work; and
- B. Safety/Loss Control Consulting Services on an as-needed basis to assist the City in safety and loss control matters as more fully defined in the, Scope of Work.

1.2 The City may choose to enter into contracts with one or more qualified proposers to provide services in one or both of the two categories.

2.0 OVERVIEW

The City of Glendale, Arizona is the fifth largest city in the state with a population of approximately 234,000 people. Located in the northwestern part of the metropolitan Phoenix area and occupying approximately 59 square miles of land, the City is home to the Arizona Cardinals and the Arizona Coyotes. The City is also the owner of Camelback Ranch, the spring training facility for the Los Angeles Dodgers and the Chicago White Sox.


The City was incorporated in 1910 and has operated under the council-manager form of government since its incorporation. Policy-making and legislative authority are vested in the City Council which consists of the Mayor and six other members. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees and hiring the City Manager, Clerk, Attorney, Municipal Judge and City Auditor (Internal). The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments. The Council is elected on a non-partisan basis. Council members serve four-year terms, with three Council members elected every two years. The Mayor is elected to serve a four-year term.

The City provides a full range of services including police and fire protection, water, sewer and sanitation services, the construction and maintenance of highways, streets, public facilities and other infrastructure, recreational activities and cultural events. Certain housing services are provided by the City’s public housing authority, which functions, in essence as a department of the City. The City is also financially accountable for two legally separate entities – the Municipal Property Corporation and Western Loop 101 Public Facilities Corporation.

The Risk Management Division is located in the Human Resources & Risk Management Department. The Division consists of the Risk Manager, Workers’ Compensation Risk & Safety Analyst and Property and Liability Risk & Safety Analyst.

2.1 CITY OF GLENDALE PROFILE

- 2.1.1 Approximately 1,660 full-time and 679 part-time employees including 426 sworn police officers and 254 sworn firefighters;
- 2.1.2 Fleet of approximately 1,293 licensed and unlicensed vehicles. A complete list along with the vehicle value is attached Exhibit 1;
- 2.1.3 Operates the Glendale Airport. The previous airport underwriting application is attached Exhibit 2;
- 2.1.4 Operates 3 libraries. A list of the City’s libraries and Library Collection is attached Exhibit 3;
- 2.1.5 69 parks, 1 conservation park, 12 recreation centers, including 2 skate parks, 2 pools, 2 golf

	City of Glendale Materials Management Solicitation Number: RFP 16-41 INSURANCE BROKER AND RELATED CONSULTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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courses. A list of the parks and recreation facilities is attached Exhibit 4;

- 2.1.6 1 Exhibition Hall, Auditorium, Convention Center. More information can be found on www.glendaleaz.com/departments/SpecialEvents;
- 2.1.7 Sponsors 7 major festivals/events annually. A list of the festivals/event is attached Exhibit 5;
- 2.1.8 Maintains Thunderbird Park Reservoir Dam. The previous DAM underwriting application is attached Exhibit 6;
- 2.1.9 1 Landfill including a recycling facility. More information can be found on www.glendaleaz.com/departments/SolidWaste;
- 2.1.10 Distributes approximately 39,999 million gallons water and handles 42,718 million gallons wastewater annually. More information can be found on www.glendaleaz.com/departments under Water and Wastewater Utilities;
- 2.1.11 Operates approximately 707 miles of sewers;
- 2.1.12 Maintains 718 miles of roadway with 16.8M square yards of asphalt area. More information can be found at www.glendaleaz.com/departments under Streets Maintenance;
- 2.1.13 Operates a non-fixed route local transit system using 31 passenger vehicles. More information can be found on www.glendaleaz.com/departments under Transit Services; and
- 2.1.14 A copy of the City’s Comprehensive Annual Financial Reports (CAFR) and Annual Budget Report as well as almost all other statistical data associated with the City can be accessed online at www.glendaleaz.com under Departments, then link to FINANCE & TECHNOLOGY. Towards the bottom of the page you will find the reports.

2.2 CITY OF GLENDALE’S INSURANCE PROFILE (NEW AND RENEWING)

A list of policy placements in force and summary for each is included as Exhibit 9. A Statement of Values List of all City of Glendale Property is included as Exhibit 10.

- 2.2.1 **All Risk Property** – \$100,000 deductible, limit of \$1,000,000,000 with various sub-limits
- 2.2.2 **Boiler and Machinery** – \$50,000 deductible, limit of \$1,000,000,000 with various sub-limits
- 2.2.3 **Cyber Liability** – \$50,000 deductible, \$2,000,000 per member claim, aggregate
- 2.2.4 **Pollution** – \$75,000 deductible per pollution condition
- 2.2.5 **Crime** – \$50,000 deductible, \$10,000,000 limits
- 2.2.6 **Fiduciary Liability Deferred Compensation Committee** - \$5,000 deductible, \$5,000,000 limit
- 2.2.7 **Public Officials Bond** – Risk Management and Workers’ Compensation Trust Fund Board - \$0 deductible, \$10,000 limit
- 2.2.8 **Excess Workers’ Compensation and Employer’s Liability** – \$800,000 SIR, \$2,000,000 employer’s liability limit
- 2.2.9 **Excess Liability** – including bodily injury, property damage, public official errors & omissions, unfair employment practices liability and personal injury - \$1,000,000 SIR, \$50,000,000 occurrence/aggregate, various sub-limits
- 2.2.10 **Airport Owners’ and Operator’s Liability** – \$Nil deductible, \$20,000,000 limits
- 2.2.11 **Glendale Regional Public Safety Training Center Special Liability Insurance** – \$5,000 deductible, \$2,000,000 limits

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3.0 SCOPE OF WORK

3.1 THE SELECTED PROPOSER(S) SHALL PROVIDE THE FOLLOWING SERVICES:

Services are divided into Part I – Property & Casualty Insurance Brokerage Services; and Part II Safety and Loss Control Consulting Services. Proposals may be submitted for one part only or for both parts.

3.2 PART 1 - PROPERTY AND CASUALTY INSURANCE BROKERAGE (INSURANCE PLACEMENT) AND RELATED SERVICES

3.2.1 Part I shall cover the following policies that includes at a minimum the current coverage terms and limits as provided in the attached summaries. Proposers shall set forth in the “Flat Fee” section of the Fee Schedule their annual fee for performing brokerage and policy placement services. Coverage terms and conditions must be comparable to the current placements.


- 3.2.1.1 All Risk Property, including earthquake and flood
- 3.2.1.2 Boiler and Machinery
- 3.2.1.3 Cyber Liability
- 3.2.1.4 Pollution Liability
- 3.2.1.5 Crime
- 3.2.1.6 Fiduciary Liability Deferred Compensation Committee
- 3.2.1.7 Public Officials Bond – Risk Management and Workers’ Compensation Trust Fund Board - \$0 deductible, \$10,000 limit
- 3.2.1.8 Excess Workers’ Compensation and Employer’s Liability
- 3.2.1.9 Excess Liability – including bodily injury, property damage, public official errors & omissions, unfair employment practices liability and personal injury
- 3.2.1.10 Airport Owners’ and Operator’s General Liability
- 3.2.1.11 Glendale Regional Public Safety Training Center Special Liability Insurance

3.2.2 Services and Fees on Additional Policies are not included in the list above.


3.2.3 From time to time, as new needs arise or new insurance products are developed, the City may wish to explore purchasing insurance policies in addition to those in the above list; for example, tenant user liability. The fee for the initial placement (first policy year) of policies under this section should be set forth as the “Commission %” in the section Pricing Table. After the first policy year of such policy, the services will be covered under the Flat Fee.

3.2.4 The following property and casualty insurance brokerage services shall also be included in addition to the insurance placements indicated above. **Proposers shall include in the “Flat Fee” section of the Fee Schedule performing the following services:**

- 3.2.4.1 Develop and implement a service plan for managing the City’s insurance program, including the review of insurance/excess insurance policies. Be familiar with operations and the major exposures of the City. Market insurance policies, including preparation of quality marketing submissions and development of coverage specifications.
- 3.2.4.2 Select insurance markets and analyze, evaluate and summarize insurance/excess insurance quotations and indications and make recommendations in order for the city to obtain timely approval from elected officials. The policies include but are not limited to the list above and any other insurance or self-insurance programs the City may wish to consider.

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- 3.2.4.3 Fully document marketing of insurance coverages, including declinations received from insurance carriers.
- 3.2.4.4 Recommend appropriate program adjustments, policy limits, terms and conditions.
- 3.2.4.5 Verify accuracy of each policy and negotiate policy changes and provide copy of policy review with each new or renewed policy. Receive and review policies and endorsements for accuracy and conformity to specifications and negotiated coverage, terms and conditions.
- 3.2.4.6 Perform customary insurance policy management tasks.
- 3.2.4.7 Issue certificates of insurance
- 3.2.4.8 Assist with coverage and claim disputes.
- 3.2.4.9 Provide an annual insurance and self-insured retention analysis report and make recommendations. Provide annually, a 5 year loss history from each carrier. Participate in evaluation of risk management/risk financing related issues and questions.
- 3.2.4.10 Provide semi-annual stewardship reports to, and meetings with, the Risk Management Division
- 3.2.4.11 Recommend loss prevention strategies to help reduce the frequency and severity of losses.
- 3.2.4.12 Meet with city staff as reasonably requested. Provide research and prompt response to insurance and risk management questions from the Risk Management Division regarding City contracts or new exposures.
- 3.2.4.13 Provide training and educational presentations on insurance-related matters to City staff on requested topics (approx. 2 per year).
 - 3.2.4.13.1 Provide on-line training system for use by employees that provides, at a minimum, training classes listed in Exhibit 10. Training system shall track employees training, provide email notices when training is scheduled or due for follow up and provides reports by Section, Division and Department.
- 3.2.4.14 Monitor and report on insurance industry developments and trends and insurance carrier stability and immediately advise of adverse developments. Develop effective strategies to aggressively manage these developments, including alternative insurance programs and/or coverages.
- 3.2.4.15 In a timely manner, provide recommendations on risk management related issues, such as insurance requirements in contracts/agreements, loss prevention and training.
- 3.2.4.16 Coordinate, attend and participate in carrier loss control surveys and underwriter visits and provide at least 6 property inspections per year and provide recommendations. Inspect boilers in accordance with State of Arizona regulations.
- 3.2.4.17 Conduct property appraisal of all insured locations every three years.
- 3.2.4.18 Respond to City Risk Management Division communications the same business day in general; if not practicable, response should be within twenty-four hours
- 3.2.4.19 Key personnel available between 8:00 a.m. and 5:00 p.m. Mountain Standard Time.
- 3.2.4.20 Meet or exceed the City's time expectations and renewal calendar
- 3.2.4.21 Attend meetings as directed. Not less than three (3) meetings per year.
- 3.2.4.22 Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work

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- 3.2.5 If other services are included in your fee for this section of the Scope of Work, please state them in the Method of Approach section of your proposal. Indicate that the services are provided in addition to the requested scope of work.
- 3.2.6 Time Expectations and Renewal Calendar for Property and Casualty Broker
 - 3.2.6.1 Respond to phone calls and emails within 1 business day, at a minimum
 - 3.2.6.2 Send insurance policies within 45 days of binding
 - 3.2.6.3 The City will set a renewal calendar with the Broker’s advice. The Proposer must provide proposed milestones and method of approach in accordance with this RFP.

3.3 PART 2 – SAFETY AND LOSS CONTROL SERVICES

- 3.3.1 Part 2 shall consist of safety and loss control consulting services on an “as needed” basis and may include, but not be limited to the following:
 - 3.3.1.1 Prepares and provides occupational injury reports, OSHA logs and Industrial Commission filings.
 - 3.3.1.2 Conducts claim audits of Third Party Administrator (TPA) to ensure best practices.
 - 3.3.1.3 Assist in “mock” inspection/audits to determine any safety or health hazards that exist in the work environment and indicate necessary corrective methods or actions to reduce or eliminate exposures.
 - 3.3.1.4 Keeps City advised on current laws, court decisions and regulations applicable to workers’ compensation benefits in Arizona.
 - 3.3.1.5 Evaluate evacuation plans and create templates for city locations to use as a model. Assist departments in creating their plans, setting up emergency drills and creating electronic emergency information for on-line access.
 - 3.3.1.6 Review City safety policies and procedures and make recommendations for compliance with industry standards, rules and regulations. Develops tracking system for all city-wide policies and procedures.
 - 3.3.1.7 Conducts, monitors and records safety training of employees and supervisors. Makes presentations to employee groups and management teams.
 - 3.3.1.8 Develop on-site training plan by specified job type to assist the City-wide Safety Security and Alliance (safety committee) in employee training requirements and tracking. Provide loss control training as the needs are determined. Specific training requirements will be targeted to specific classifications of employees as defined by the City.
 - 3.3.1.9 Overall consulting on the City’s loss control effort including but not limited to General Liability, Automobile Liability and Worker Safety. Provide periodic loss control surveys, including development of recommendations to prevent the frequency and/or reduce the severity of losses.
 - 3.3.1.10 Provide status monthly reports on progress of work, including consultant staff hours, status on all deliverables with highlights of work completed, critical issues, problems or potential problems and recommended solutions.
 - 3.3.1.11 Provide, on an annual basis, a liability and workers’ compensation frequency, severity and total cost performance matrix over a five-year period. The analysis shall benchmark frequency, severity and total costs against other benchmark cities or best practice performance levels.
- 3.3.2 If there are other safety and loss control services included in your fee for this Section of the Scope of Work, please state them and your Method of Approach. Indicate that the services are provided in addition to the requested scope of work.

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3.3.3 PROPOSED TECHNICAL COMPONENT – PART 1

For the Scope of Work, Part 1 Property and Casualty Insurance Brokerage and Related Services, provide the detailed information requested under the Technical Component Section of the RFP. This shall include a separate Section for detailed information requested under Method of Approach. Make sure you include all required information.

3.3.4 PROPOSED TECHNICAL COMPONENT – PART 2

For the Scope of Work, Part 2 Safety and Loss Control Services provide the detailed information requested under the Technical Component Section of the RFP. This shall include a separate Section for detailed information requested under Method of Approach. Make sure you include all required information.

3.4 PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. Department Contact: Dianne Shoemake, Risk Manager, Phone: 623-930-2856.

3.5 CONTRACTOR'S PERFORMANCE

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.


The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

3.6 ACCOUNT STAFFING

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. Changes in personnel assigned to perform services under this Contract are subject to approval by the City. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

3.7 TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the performance of the Scope of Work.

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4.0 SPECIAL INSTRUCTIONS

4.1 RETURN OF OFFERS The Offeror shall submit five (5) 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 16-41 – *Original - Name of Offeror.*” (For example: RFP 16-41 – 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 4.2**. 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.

4.2 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 4.6 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 4.2.1 COVER SHEET**
- 4.2.2 OFFER SHEET, Section 6.0**
- 4.2.3 PRICE SHEET, Section 7.0**
- 4.2.4 ADDENDUM, Return all addenda (if applicable).**
- 4.2.5 TECHNICAL COMPONENT, Section 4.5 (written narrative)**
- 4.2.6 METHOD OF APPROACH, Section 4.7 (written narrative)**
- 4.2.7 SUBMISSION REQUIREMENTS, Section 4.6 (written narrative)**

4.3 EVALUATION CRITERIA The criteria is listed below with their relative weights.


4.3.1	Experience & Qualifications	40%
4.3.2	Method of Approach	40%
4.3.3	Cost	20%

4.4 EVALUATION CRITERIA AND FORMAT Proposals will be evaluated and scored by members of an evaluation committee in accordance with the Evaluation criteria consisting of technical components(s) and a pricing (or “cost”) component.

In addition, the committee MAY request a formal presentation or interview from the highest ranked Proposers before a final recommendation.

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts: a Technical component, consisting of Experience & Qualifications and Method of Approach, and a Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated

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on its technical and price merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

- Experience & Qualifications; include resumes, organizational chart and references
- Method of Approach
- Pricing

4.4.1 Property and Casualty Insurance Brokerage will be evaluated independently with 100% of the evaluation criteria.

4.4.2 Safety Loss Control Consulting Services will be evaluated independently with 100% of the evaluation criteria.

4.5 TECHNICAL COMPONENT The Technical Component includes business history and resources, key personnel, adverse actions/potential impact, government/corporate experience, customer resources, other relevant information. Describe your method of approach including milestones, customer service, sample reports, technology and quality control. It is the narrative portion of the Proposal and the materials presented in response to this Request for Proposal, which shall be submitted with the Price component as set forth in the Submittal. The Proposer’s narrative must follow the same order as requested and must contain, at a minimum, the following:

4.6 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:

4.6.1 EXPERIENCE AND QUALIFICATIONS - 40%

4.6.1.1 Business History & Resources


The Proposer shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Include a discussion of the areas of expertise and resources available to provide the services outlined in the Scope of Work. Not to exceed six (6) pages.

4.6.1.2 Key Personnel:

List the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services. Identify the person who is proposed as the account manager.

Attach a resume for only each person who is proposed to perform the work listed in the Scope of Work. Include education and training. Resumes must state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed, stating with particularity any public entity experience. Resumes should highlight exceptional customer service accomplishments. Limit three (3) pages per resume.

Include an organizational chart that highlights the positions that will provide the actual day-to-day service on the account.

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- 4.6.1.2.1 **Minimum qualifications for insurance brokerage services:** The proposer is required to have appropriately licensed property and casualty staff with no less than five (5) years of combined property and commercial lines experience AND at least one (1) account representative with one (1) of the following designations:
- a. Chartered Property Casualty Underwriter (CPCU)
 - b. Associate in Risk Management for public entities (ARM-P)

4.6.1.3 Adverse Actions/Potential Impact:

State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.

4.6.1.4 Government/Corporate Experience:

State your firm’s experience in providing services to public entities with the same size and structure. State your firm’s experience with any public entities. List other government contracts that you have now or have had in the past five years. Government/corporate experience must be similar in complexity to the City of Glendale, and demonstrate the proposer’s ability and experience to successfully perform the services. Also state your firm’s experience in performing the Scope of Work outlined in the RFP. Not to exceed 6 pages.

4.6.1.5 Customer References:

Furnish a minimum of three (3) references but no more than five (5) from firms or government organizations for which the Proposer is currently furnishing services; or in the past five years has completed services. References from public entities of similar size and complexity to the City of Glendale are preferred. Include references that refer to the work performed by the key persons proposed are preferred.


Please provide for each reference: Name of Company or Government Entity, Name of Reference, Address, Telephone Number and E-mail Address.

4.6.1.6 Other Relevant Information:

Submit any other information which documents other skills or experience relating to the requirements of this RFP which you believe may be relevant including brochures and descriptions.

4.7 METHOD OF APPROACH – 40%

- 4.7.1** Describe the firm’s Method of Approach to satisfy the requirements of this RFP. This should be accomplished by an explanation of the method of performing the Scope of Work requirements. For Brokerage Services this could include, but not limited to, how you identify and select carriers, how you will assess and market the program during the renewal process, your approach to negotiating manuscript wording prior to placement, identifying risks (both insurable and non-insurable), how you disclose gaps in coverage, etc. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work. Address issues such as:

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4.7.2 Milestones:

Provide a list of milestones and proposed deliverables for each milestone. **For insurance brokerage services:** describe the schedule and process for the takeover from the broker of record for existing policies and verification that the current policies can be serviced by the proposer. The key City insurance policies renew on July 1; however, **quotations are required no later than May 26, 2016 in order to schedule the payment item on the Council agenda.** **For insurance brokerage services;** include the underwriting requirements and information timeframes required to be met by the City in order to be able to write coverage, including having all recommendations for renewal and/or purchase of new coverage. Throughout the year, the City will require consultation and advice on a number of risk, exposure, insurance issues safety and loss control and training on an as-needed basis.

In the event a contract is awarded, the proposed milestone will serve as a basis for establishing actual milestones and renewal calendar.

4.7.3 Customer Service – Availability:

Provide an estimate of key personnel time on each major milestone. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Scope of Work. Describe how the firm will comply with staff availability between 8:00 a.m. and 5:00 p.m. Mountain Standard Time.

4.7.4 Sample Reports:

Describe or provide a sample progress report, quote presentation forms, invoices and loss reports.

4.7.5 Technology:

Describe how your firm uses technology in performing services.

4.7.6 Quality Control:


Provide an explanation of your firm’s quality control procedures.

4.8 PRICING COMPONENT - PROPOSAL – 20%

4.8.1 Proposers must submit prices in accordance with the Fee Schedule included in the “Submittal” Section. This Fee Schedule represents the City of Glendale’s official request for price quotation and **MUST** be completed by the Proposer in the requested manner. The pricing stated herein must be firm.

4.9 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

4.10 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. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. 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.

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4.11 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer 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.

4.12 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.

4.13 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.

4.14 SHORTLIST The City reserves the right to shortlist the Proposers on all of the stated criteria. However, the City may determine that shortlisting is not necessary.


4.15 INTERVIEWS The City reserves the right to conduct interviews with some or all of the Proposers 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 will not reimburse the Proposer for the costs associated with the interview process.

Interviews, if scheduled, will be held at a time and place specified by the City. Each of the Proposer's key project team members including any subcontractors, who will be assigned to the project, must attend the interview/demonstration.

4.16 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 proposer submitting a proposal including, without limitation, information provided by former employees and/or creditors.

4.17 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 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:

- 4.17.1** Determine in greater detail such Offeror's qualifications, and
- 4.17.2** 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;
- 4.17.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;

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4.17.4 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.

4.18 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.

4.19 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.

4.20 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating the qualifications and experience.

4.21 OVERALL EVALUATION OF THE PROPOSAL RESPONSE The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

4.22 COST JUSTIFICATION


In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

4.23 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 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.

4.24 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.

4.25 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.

4.26 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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4.27 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.

4.28 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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5.0 SPECIAL TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

5.2 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) 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.

5.3 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.


5.4 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. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

5.5 SOURCES OF BROKER COMPENSATION Contractor is prohibited from receiving any contingent commissions or compensation from carriers. Insurance premiums will be negotiated net of commission. However, Contractor may receive commissions from carriers for direct placement of policies as set forth in the Scope of Work. It is acknowledged that intermediaries may be used and compensated by insurers out of paid premium. All sources of broker compensation must be disclosed at the time insurance policy quotes are presented to the City. Further, in order to prevent a conflict of interest, Contractor will disclose at the time of each insurance policy quote any commissions or fees payable to wholesalers, MGA's or other intermediaries.

In a Tenant User Liability Insurance Program, which may be arranged by the City as a service to third parties using premises such as the convention center or parks, premium is paid by the third parties using the program, and therefore, the Contractor may receive commission on such a program.

5.6 INSURANCE Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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5.6.1 MINIMUM SCOPE AND LIMIT OF INSURANCE Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

A program of self-insurance acceptable to the City may be used to satisfy these insurance requirements.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Policy shall be endorsed to include the following additional insured language: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employers' Liability

Broker shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Glendale.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)

Broker’s policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

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


Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 Contract is completed.

Technology Errors and Omissions Liability

The policy shall cover errors and omissions, product failure, security failure, professional liability and personal injury for those positions as defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that this insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either

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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 Contract is completed.

5.7 ADDITIONAL INSURANCE REQUIREMENTS The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Glendale is named as an additional insured, the City of Glendale shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Each insurance policy shall be primary insurance and non-contributory with respect to the City’s program of insurance and self-insurance.

5.8 NOTICE OF CANCELLATION For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to City of Glendale, Risk Management Division, 5850 W. Glendale Avenue, Glendale, Arizona 85301, Attn: Risk Manager, dshoemake@glendaleaz.com, Fax: 623-847-5321.

5.9 ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.


5.10 VERIFICATION OF COVERAGE Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City’s insurance certificate tracking service, or to the City of Glendale Risk Management Division, 5850 W. Glendale Avenue, B56, Glendale, Arizona 85301, Attn: Risk Manager. The City project/contract number and project description shall be noted on the certificate of insurance.

5.11 SUBCONTRACTORS Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

5.12 INDEMNIFICATION CLAUSE Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) 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”) 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

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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, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. This indemnification paragraph shall survive the termination of this contract.

5.13 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.

5.14 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>.

5.15 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.

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5.16 PERMITS AND LICENSES Contractor shall possess at the time of submittal and shall keep current federal, state, and local licenses and permits required for the performance of the services and the operation of the business conducted by the Contractor as applicable to this Contract.

5.17 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.

5.18 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.

5.19 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.

5.20 METHOD OF INVOICING Invoices must include the following:


- A. City contract agreement number.
- B. Description of services (i.e., “Annual fee, installment 1 of 4”) and amount per item
- C. For premium invoices: Insurance policy number(s), carrier(s) and inception date(s)
- D. Applicable tax and fees, such as surplus lines tax and fees, itemized separately
- E. Invoice number and date

5.21 METHOD OF PAYMENT


The City will pay the fees for safety/loss control services on a quarterly basis in arrears. Insurance premiums will be invoiced immediately. Brokerage services will be invoiced immediately after renewal of the contract annually. All invoices shall be directed to:

City of Glendale
Risk Management Division
Attn: Dianne Shoemake
5850 W. Glendale Avenue, B56
Glendale, AZ 85301

5.22 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,

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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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6.0 OFFER SHEET

6.1 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.

Authorized Signature	Company's Legal Name
Printed Name Address	
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature Email Address	Date

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

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Minority or woman owned business: Yes ____ No ____

7.0 PROPOSAL FEES

7.1 PROPERTY & CASUALTY PRICE SCHEDULE

“Flat Fee” – Covers services listed in Part 1 Scope of Work, Property and Casualty Insurance Brokerage (Insurance Placement) and Related Services.

“Commission %” – For services performed related to Property and Casualty Brokerage, the stated commission percentage will apply as a fee, for the first policy year of such new policy, not including the current placements. After the first policy year of such policy, the services will be covered under the Flat Fee.

Proposers shall set forth a Flat Fee for property and casualty insurance brokerage services listed in this RFP, and set forth in the “Commission %” section below an additional percentage fee based on premium for performing the services on new policies not included in the current placements or state in the Commission% column below whether such services are included in the Flat Fee.

Please note: Proposers are not authorized to approach or block any markets at this time.

FLAT FEE for current policies listed and other insurance brokerage services as listed in the Scope of Work		For NEW or Additional Policies Commission percent (%) for Services that are listed in the Scope of Work	
Contract Year	Flat Fee	Contract Year	Commission %
Year 1		Year 1	
Year 2		Year 2	
Year 3		Year 3	
Year 4		Year 4	
Year 5		Year 5	

Both price columns must be completed.


7.1.1 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

7.1.2 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.

OFFEROR NAME: _____

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7.2 SAFETY AND LOSS CONTROL SERVICES PRICE SCHEDULE

“Flat Fee” – Covers services listed in Part 2 Scope of Work, Safety and Loss Control and Related Services and any additional services proposed by the contractor, **OR**

“Hourly Rate” – For services performed related to Safety and Loss Control and Related Services, the stated hourly rate including the total number of hours and total fee to complete the Safety and Loss Control and Related Services based upon the proposed Scope of Work.

Proposers shall set forth a “Flat Fee” for Safety and Loss Control and Related Services listed in this RFP, **OR** the ‘Hourly Rate’ based upon the proposed Scope of Work.

FLAT FEE Safety and Loss Control and Related Services Listed in Proposed Scope of Work		HOURLY RATE Safety and Loss Control and Related Services Listed in Scope of Work.	
Contract Year	Flat Fee	Contract Year	Hourly Rate Total Hours Total Fee
Year 1		Year 1	
Year 2		Year 2	
Year 3		Year 3	
Year 4		Year 4	
Year 5		Year 5	

Both price columns must be completed.

7.2.1 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.

7.2.2 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.

OFFEROR NAME: _____

AGREEMENT FOR

City of Glendale Solicitation No.

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, a _____, 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. _____ (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. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$ _____, 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.

- 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 \$ _____ per occurrence and \$ _____ 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 \$ _____ 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 \$ _____ per accident for Contractor and \$ _____ 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:

c/o

- 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

Glendale, Arizona 85301
623-930-

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:
Its:

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

a ,

By:
Its:

EXHIBIT A

PROJECT

PROJECT

(Short summary of the project)

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

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 \$.

DETAILED PROJECT COMPENSATION

EXHIBIT C

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

File #: 16-244, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ELLIS, INC., FOR ACTUARIAL SERVICES TO COMPLETE THE GASB 45 VALUATION OF BENEFIT PLANS

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for the City Council to approve and direct the City Manager to enter into a professional services agreement with Lewis & Ellis, Inc., for actuarial services to complete the GASB 45 valuation of benefit plans during FY16-17.

Background

The City must secure the services of a qualified actuarial firm to provide Other Post-Employment Benefits (OPEB) analysis in order to comply with the Governmental Accounting Standards Board (GASB) Statement No. 45 that establishes standards for the measurement, display and recognition of benefit plan expenses and liabilities. To calculate the liabilities, they project post-employment benefit costs for current retirees and current active employees who may retire in the future. The statement requires a biannual review to be completed by an outside consulting firm. We are required to have a review completed for the fiscal year ending 6/30/16. The City has met the requirement of GASB 45 since fiscal year 2008.

Analysis

In February 2016, Human Resources conducted a Request for Quote (RFQ) process to find a qualified actuarial firm to conduct OPEB services in compliance with GASB 45. An evaluation committee comprised of employees from Human Resources and Finance reviewed the proposals for a consultant to provide these actuarial services. Lewis & Ellis was ultimately selected as the vendor that best matched the needs of the city.

Budget and Financial Impacts

The City has utilized Lewis & Ellis over the last several years to perform the actuarial services in compliance with GASB 45. The cumulative cost for this service is now over the \$50,000 threshold.

Cost	Fund-Department-Account
\$10,500	2580 - 18210 - 518200, Professional & Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Lewis & Ellis, Inc., a Texas corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 1st day of July, 2016 ("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, Consultant's Response to the City's Request for Quote dated March 10, 2016 (the "Project");
- B City desires to retain the professional actuarial services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached Exhibit B, Consultant's Proposal for the City of Glendale dated February 18, 2016 ("Scope of Work" or "Scope");
- C Consultant desires to provide City with professional services ("Services") consistent with best consulting or actuarial 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 Consultant shall not engage any subcontractor for the work or services to be performed under 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 needs of the Project and the Project Schedule Example contained in Exhibit B

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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b Neither Consultant nor any Subconsultant 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 of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US 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 Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion

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

3.5 Work Product

- a **Ownership** Upon receipt of payment for Services furnished, Consultant grants to City 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 \$10,500.00 as specifically detailed in Exhibit C ("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 Expenses All direct and indirect costs and out-of-pocket expenses are included in the amount agreed upon and to be paid by the City in accordance with Section 4.1 above

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
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 provisions 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 liable, with a liability insurance limit of \$3,000,000 for each claim and a \$3,000,000 annual aggregate limit.
 - d 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 CGI 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.

86 Subcontractors Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

87 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.

88 **Indemnification**

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

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

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

9 **Immigration Law Compliance.**

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

92 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.

93 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

94 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 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'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:

Bonnie S. Albritton
Vice President & Principal
Lewis & Ellis, Inc
700 Central Expressway South, Suite 550
Allen, TX 75013-8098
(972) 850-0850

- 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 Vicki Moss
Human Resources Department
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
(623) 930-2297

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 term, beginning on July 1, 2016 for the City's 2017 Fiscal Year. There is no renewal option for this Agreement and the Agreement may only be extended and this term changed in a subsequent written Amendment to this contract.
14. **Dispute Resolution** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit D. The final determination will be made by the City.

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 Compensation
Exhibit D Dispute Resolution

The parties enter into this Agreement on the Effective Date shown above

City of Glendale,
an Arizona municipal corporation

By: Kevin R Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D Bailey
City Attorney

Lewis & Ellis, Inc ,
a Texas corporation



By: Bonnie S Albritton
Its: Vice President & Principal

EXHIBIT A
Professional Services Agreement

PROJECT

Dallas
 Cabe W. Chadick, F.S.A.
 S. Scott Gibson, F.S.A.
 Glenn A. Toblerman, F.S.A., F.C.A.S.
 Michael A. Mayberry, F.S.A.
 David M. Dillon, F.S.A.
 Gregory S. Wilson, F.C.A.S.
 Steven D. Bryson, F.S.A.
 Brian D. Rankin, F.S.A.
 Bonnie S. Albritton, F.S.A.
 Jacqueline B. Lee, F.S.A.
 Wesley R. Campbell, F.C.A.S., F.S.A.
 Xiaoxiao (Liss) Jiang, F.S.A.
 Brian C. Stentz, A.S.A.
 Jennifer M. Allen, A.S.A.
 Josh A. Hammerquist, A.S.A.
 Johnathan L. O'Dell, A.S.A.
 Clint Puster, A.S.A.
 Larry Choi, A.S.A.
 Kevin Ruggenberg, A.S.A.
 Holly Blanchard, F.I.M., M.C.M., A.I.E., A.I.R.C.



Kansas City
 Gary L. Rose, F.S.A.
 Terry M. Long, F.S.A.
 Leon I. Langlitz, F.S.A.
 D. Patrick Glenn, A.S.A., A.C.A.S.
 Christopher J. Markel, F.S.A.
 Christopher H. Davis, F.S.A.
 Karen E. Elson, F.S.A.
 Jill J. Humes, F.S.A.
 Kimberly S. Shores, F.S.A.
 Michael A. Brown, F.S.A.
 Naomi J. Kloeppel-Smith, F.S.A.
 Stephanie T. Crownhart, F.S.A.
 Mark W. Birdsell, F.S.A.
 London/Kansas City
 Timothy A. DeMass, F.S.A., F.I.A.
 Scott E. Morrow, F.S.A., F.I.A.
 Denver
 Mark P. Stukowski, F.S.A.
 William J. Ciozki, F.S.A.
 Indianapolis
 Kathryn R. Koch, A.C.A.S.
 Baltimore
 David A. Palmer, C.F.E.

March 10, 2016

Ms Vicki Moss, PHR-SHRM-CP
 HR Administration/Benefits
 City of Glendale
 5850 W Glendale Ave
 Glendale, AZ 85301

RE: Request for Quote
 GASB 45, Other Post-Employment Benefits (OPEB) Compliance

Dear Ms Moss:

As you requested, we have attached an engagement letter for the City of Glendale ("City") for actuarial analysis of the postemployment health plan in accordance with GASB 45. Lewis & Ellis, Inc. will provide actuarial and related consulting services to prepare the necessary disclosures and information required for the financial statement in accordance with GASB Statement No. 45.

Proposed Services

The valuation includes the following:

- 1) Development of the GASB OPEB liabilities (ARC, OPEB Cost, Net OPEB Obligation, etc.) and all required disclosures under Statement 45
- 2) A 25-year projection of current covered employees and retirees, expected claims and expenses, expected retiree contributions, net pay-as-you-go costs, GASB liabilities, and OPEB costs under the Sponsor's chosen cost method
- 3) Illustration of the impact of the liabilities under pay-as-you-go funding and advanced funding (if requested)
- 4) Preparation of a GASB 45 report

Ms Vicki Moss

~~March 10, 2016~~

Page Two

As requested in the RFQ, our services will also include the following:

- 1) The issuance of a Public Statement of Actuarial Opinion (PSAO) in accordance with the Qualification Standards of the American Academy of Actuaries
- 2) Provide all services in accordance with Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and the Government Accounting Standards Board Statement No 45
- 3) Specific elements to be provided in the GASB 45 analysis will comply with minimum standards information requirements as described in Statement 45

Proposed Cost

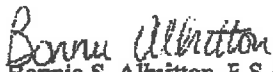
In our proposal, we provided a fixed fee for the calendar year ending 2016 based on a full actuarial valuation. For 2017, we provided two fees, one based on a full actuarial valuation and one assuming that there are no significant changes from the previous year. These are all-inclusive prices, covering all direct and indirect costs and out-of-pocket expenses.

<u>Valuation Year</u>	<u>Full Valuation</u>	<u>Interim Reporting</u>
2016	\$9,500	
2017	\$9,500	\$1,000

For this engagement and any future engagements with the Client, the attached terms of engagement will apply. If the terms of the engagement are acceptable, we request that you acknowledge your acceptance by signing and returning one copy of this engagement letter via email to balbritton@lewisellis.com or fax to (972) 850-0851.

We appreciate the opportunity to be of service. If you have any questions, please feel free to give me a call.

Sincerely,


Bonnie S. Albritton, F.S.A., M.A.A.A.
Vice President & Principal

Enclosures

Terms of Engagement for the City of Glendale ("the Client")

Fees. The Client agrees to pay the professional fees for the services of Lewis & Ellis, Inc ("L&E") as described in the proposal

Review of Charges. The Client has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the Client under the fee schedule

Termination. The Client or I & E may terminate this agreement at any time by written notice to the other party, but the Client agrees to pay L&E all charges or prorate fees incurred to the date the termination notice is received and the actuary will cease any work in progress unless specific stopping points are provide in the notice

Work Product. The final work product will be the property of the Client to be used as stated in the proposal. Ancillary use of the product is permitted but L&E is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the contracting jurisdiction

Indemnification. The Client agrees to indemnify and hold L&E as well as its officers, directors, employees, and shareholders harmless from and against any loss, liabilities, demands, claims, actions, and expenses (including any attorney's fees) incurred by L&E, as a result of any litigation or claim initiated or filed against I & E by any person other than the Client and arising from any services hereinafter performed or opinions hereinafter rendered by L&E hereunder, unless L&E provided written authorization to the Client for the disclosure to such third party of such L&E services or opinions. This limited liability, indemnification, and hold harmless provision shall survive termination of this Agreement and shall be binding on the parties' successors and assigns

Reliance on Data. In performing L&E's services, L&E may rely upon information furnished to L&E by or on behalf of the Client, and/or upon information available from published sources. L&E assumes no responsibility for the accuracy or completeness of such information and shall have no obligation to independently verify the accuracy of such information. The Client represents and warrants that the information provided to L & E by or on behalf of the Client is accurate and complete in all material respects

Professional Standards. I & E will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board

Acknowledged and accepted by:

CLIENT

LEWIS & ELLIS, INC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK



LEWIS & ELLIS



Proposal for the City of Glendale

GASB 45, Other Post-Employment Benefits (OPEB Compliance)

February 18, 2016

Dallas
Cabe W. Chudick, FSA
S Scott Gibson, FSA
Glenn A. Toblerman, FSA, FCAS
Michael A. Mayberry, FSA
David M. Dillon, FSA
Gregory S. Wilson, F.C.A.S
Steven D. Bryson, F.S.A
Brian D. Rankin, F.S.A.
Bonnie S. Albritton, F.S.A
Jacqueline B. Lee, F.S.A.
Wesley R. Campbell, F.C.A.S F.S.A
Xinodao (Lisa) Jiang, F.S.A
Brian C. Stentz, A.S.A.
Jennifer M. Allen, A.S.A.
Josh A. Harnerquist, A.S.A.
Johnathan L. O'Dell, A.S.A.
Christ Preater, A.S.A.
Larry Choi, A.S.A.



Kansas City
Gary L. Rose, F.S.A.
Terry M. Long, F.S.A.
Leon L. Langitz, F.S.A.
D. Patrick Glenn, A.S.A., A.C.A.S.
Christopher F. Merkel, F.S.A.
Christopher H. Davis, F.S.A.
Karen E. Elsom, F.S.A.
Jill J. Humes, F.S.A.
Kimberly S. Shores, F.S.A.
Michael A. Brown, F.S.A.
Naomi J. Kloppenschmidt, F.S.A.
Stephanie T. Crownhart, F.S.A.
Mark W. Birdsell, F.S.A.

London/Kansas City
Timothy A. DeMarx, F.S.A., F.I.A.
Scott E. Morrow, F.S.A., F.I.A.

Denver
Mark P. Stukowski, F.S.A.
William J. Gowski, F.S.A.

Indianapolis
Kathryn R. Koeh, A.C.A.S.

Baltimore
David A. Palmer, C.F.E.

February 18, 2016

Ms Vicki Moss, PHR-SHRM-CP
HR Administration/Benefits
City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301

RE: Request for Quote
GASB 45, Other Post-Employment Benefits (OPEB) Compliance

Dear Ms Moss:

Thank you for the opportunity to submit this proposal for actuarial services to the City of Glendale. We are committed to completing your GASB 45 valuation on time, within budget, and to your complete satisfaction.

This proposal has been prepared by the Dallas office of Lewis & Ellis, Inc. I am a Vice President and Principal and will be the contact with regard to this proposal. My phone number is (972) 850-0850 and my fax number is (972) 850 0851. I can be reached by email at balbritton@lewisellis.com. Any questions regarding this proposal should be directed to me.

We appreciate your consideration and look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'Bonnie Albritton'.

Bonnie S. Albritton, F.S.A., M.A.A.A.
Vice President & Principal
Lewis & Ellis, Inc.



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Lewis & Ellis, Inc.

Since L&E was founded in 1968, we have charted a course of significant growth built on dedication to professional competence, integrity, and service. We currently have over 40 actuaries serving clients coast-to-coast in all facets of life, health and property & casualty insurance operations, regulatory compliance, employee benefits, expert testimony, and life settlements. Our reach is supported by offices in Dallas, Kansas City, London, Baltimore, and Denver.

Innovative computing technology has been a cornerstone of our ability to provide cost-effective solutions to difficult problems. We have developed a suite of Windows- and SAS-based actuarial software to assist our consultants and outside actuaries in completing many of their activities in an efficient and effective manner. This includes an actuarial pricing and projection system, a statutory and tax reserve factor generator for traditional life plans, an exposure study and Monte Carlo simulation system for traditional life and health insurance, and a life settlement pricing system. L&E continues to improve and upgrade its existing portfolios of software, while at the same time developing new applications that will allow insurance professionals to manage their responsibilities more effectively.

Overview of Lewis & Ellis

Lewis & Ellis, Inc. has been among the leading actuarial firms in the country since its inception in 1968. Since 2006, AM Best has ranked L&E as a top 20 actuarial firm. In 2015, AM Best selected L&E as the:

- 4th ranked health insurance actuarial firm;
- 2nd ranked life insurance actuarial firm;
- 18th ranked property and casualty actuarial firm.

We remain flexible to meet our clientele's demands and fit our services to the needs of the clients rather than forcing the client to a particular approach or capability. We are large enough to have all the capabilities of any actuarial consulting firm, yet we are also flexible enough to meet a wide range of needs.

L&E has a high level of expertise throughout our organization, with many years of experience at all levels. The firm employs approximately 60 people, including 24 Fellows of the Society of Actuaries (FSA), 2 Fellows of the Casualty Actuarial Society (FCAS), 12 Associates of the Society of Actuaries (ASA), and 1 Associate of the Casualty Actuarial Society (ACAS). All FSAs, FCASs, ASAs, and ACASs are also Members of the American Academy of Actuaries (MAAA).

General Qualifications

Lewis & Ellis is among the leading actuarial consulting firms in the country. For over 45 years, we have served clients from coast to coast in all facets of employee benefits and life, health, and casualty insurance. We provide actuarial services for employee benefit programs, such as retirement systems, self-funded health plans and workers' compensation programs. Insurance services provided include actuarial examinations and assistance in connection with examinations of insurance companies conducted by state insurance departments, as well as actuarial services and management consulting for other regulatory agencies, life insurance companies, health insurance companies, and property & casualty companies.



Employee Benefit Experience

For over 40 years, Lewis & Ellis has served clients from coast to coast in all facets of employee benefits. We provide actuarial services for employee benefit programs, such as retirement systems, self-funded health plans and workers' compensation programs.

We have worked with our self-funded clients to develop adequate and reasonable reserves, set appropriate contribution levels for employees, retirees, and COBRA enrollees, evaluate benefit changes, healthcare cost levels and reimbursement processes, and analyze the cost-effectiveness of PPO networks and reimbursement levels. Since the passage of PPACA, we have been very involved in helping our clients understand and deal with the implications of the healthcare reform.

For our public sector clients with retiree medical benefits, we have also performed expense calculations under GASB Statements 43 and 45 and worked with clients to obtain the Retiree Drug Subsidy.

The implementation of GASB 43 and 45 has many implications for governmental entities. All of our clients have very realistic concerns about managing the expenses involved. L&E is experienced and capable of helping the City explore any alternatives that could relieve some of the burdens that GASB 43 and 45 will impose. Quite a few of our clients have requested our help with possible alternatives to make their expenses more manageable.

The Dallas office of L&E currently has over 50 public sector clients. Some of L&E's current GASB 45 clients include the following:

- City of Alice, Texas
- City of Bastrop, Louisiana
- City of Cedar Rapids, Iowa
- City of Corpus Christi, Texas
- City of Glendale, Arizona
- City of Kenner, Louisiana
- City of Kingsville, Texas
- City of Mesquite
- City of New Braunfels, Texas
- City of Norman, Oklahoma
- City of Sulphur, Louisiana
- City of Tempe, Arizona
- City of Thibodaux, Louisiana
- Salt Lake City Corporation, Utah
- Town of Gilbert, Arizona
- Hidalgo County, Texas
- Montgomery County, Texas
- Webb County, Texas
- St. Bernard Parish Government, Louisiana
- Terrebonne Parish Consolidated Government, Louisiana
- Maryland Environmental Service, Maryland
- Caldwell Parish Sheriff, Louisiana
- West Carroll Parish Sheriff, Louisiana
- Louisiana Clerks of Court Association, Louisiana



Key Personnel

L&E's experience and expertise offers many advantages to the organizations we consult with. We have extensive knowledge of employee benefit programs. Because of the boutique nature of our firm, we can provide efficient consulting that brings value to our clients while benefiting from working with senior level staff.

Bonnie Albritton, FSA, MAAA

Bonnie is a principal in the firm and has worked in the healthcare industry for 20 years. Her clients include numerous public and private sector employers, insurance companies and accounting firms. She has considerable experience with retiree medical valuations, certifying reserves, and pricing for employee benefit plans. She has spoken at industry meetings and published articles related to healthcare and the issues facing insurers and employers.

Steven Bryson, FSA, FCA, MAAA, EA

Steve is also a principal of the firm and has over 40 years of experience. He is an enrolled actuary and has extensive experience with both public and private-sector employers and retirement systems.

Actuarial Staff

The following chart lists the actuaries and other specialists in the Dallas office of Lewis & Ellis.

	Designations / Qualifications	Years of Experience	Area of Expertise
Senior Actuaries			
Bonnie Albritton	FSA, MAAA	20	Health/Life
Jackie Lee	FSA, MAAA	10	Health/Life
Dave Dillon	FSA, MAAA, MS	18	Health
Cabe Chadick	FSA, MAAA	23	Health
Brian Rankin	FSA, MAAA	26	Health
Mike Mayberry	FSA, MAAA	22	Life/Annuity
Glenn Tobleman	FSA, FCAS, MAAA	34	Life/P&C/Health
Steve Bryson	FSA, MAAA, EA	42	Retirement/Health
Greg Wilson	FCAS, MAAA	35	P&C
Wes Campbell	FSA, FCAS, MAAA	12	P&C
Scott Gibson	FSA, MAAA	30	Life/Annuity
Lisa Jiang	FSA, MAAA, MS	8	Life/Health/Annuity
Actuaries			
Brian Stentz	ASA, MAAAA	15	Health
Josh Hammerquist	ASA, MAAA	8	Health
John O'Dell	ASA, MAAA, MS	3	Health
Clint Prater	ASA, MAAA	5	Health
Larry Choi	ASA, MAAA	5	Health
Jennifer Allen	ASA, MAAA	5	Life/Annuity



Lewis & Ellis, Inc.

Support Staff

In addition to the actuaries listed, we have a large staff of actuarial analysts to provide support to our actuarial staff

Professional Association Membership & Continuing Education

The Actuarial Standards Board sets basic and continuing education standards for actuaries in the U S to be considered qualified in their fields That includes a minimum of 30 hours of continuing education during each 1-year period It is part of our profession's code of conduct that no actuary agrees to any assignment for which he or she is not qualified by reason of education and experience All of our consulting actuaries are credentialed and meet the qualification standards of the ASB

Contact Information

Corporation Name:	Lewis & Ellis, Inc
Established:	1968
Type of business:	Actuarial Consulting
Corporation Address:	700 Central Expressway South, Suite 550 Allen, Texas 750013
Principal Contact:	Bonnie S. Albritton, FSA, MAAA Vice President & Principal
E-mail Address:	balbritton@lewisellis.com
Telephone Number:	(972) 850-0850
Fax Number:	(972) 850-0851
Federal Tax ID Number:	75-1281520



Lewis & Ellis, Inc.

Bonnie S. Albritton, FSA, MAAA

Vice President & Principal

Prior Positions

1994-1996, 2000-2003: United Leacher Associates Insurance Company, Actuary

1999-2000: TIAA CREF, Actuarial Analyst

1996-1999: Bankers Life Insurance Company of New York, Actuarial Analyst

Responsibilities and Experience

- o Actuarial analysis of self-insured group medical/dental plans
- o GASB and FASB accounting liability reporting for post-retirement benefits
- o Medicare Part D Retiree Drug Subsidy attestations
- o Actuarial audits of retirement and welfare systems, public and private
- o Development, pricing, profit analysis and re-rating of A&H individual and group products
- o Medicare Advantage and Part D reviews in conjunction with CMS
- o Actuarial audits of statutory and GAAP statements
- o Actuarial assistance to state insurance departments
- o Competitive benefit and rate studies
- o Group Term Life pricing, profit analysis and conversion analysis
- o Financial reporting: GAAP, statutory, tax and management information
- o Quarterly and Annual Statement preparations
- o Financial projections and forecasting
- o A & H claim and contract reserves
- o Evaluation and assistance in A&H acquisitions
- o Universal life reserve valuations on statutory, tax, and GAAP bases
- o Policy form and rate filings with state insurance departments
- o Policy form (e.g. application, group policies & certificates, etc.) development

Education

University of Texas at Austin,

B.A., Mathematics

Professional

Fellow, Society of Actuaries

Member, American Academy of Actuaries



Lewis & Ellis, Inc.

Steven D. Bryson, FSA, FCA, MAAA, EA

Vice President & Consulting Actuary

Prior Positions

- 1986: Mitchell & Hartmann, Sherman Oaks, California
- 1983-1984: Brian R. Demsey + Associates, Newport Beach, California
- 1972-1983: Pacific Mutual Life Insurance Company, Newport Beach, California

Responsibilities and Experience

- o Determination of minimum and recommended funding levels for private and public sector defined benefit pension plans
- o Determination of accounting liabilities for defined benefit pension sponsors under FASB and GASB accounting rules
- o Defined benefit plan design and amendments to conform to statutory requirements and sponsor funding policy
- o Preparation of Form 5500 and Schedule B for ERISA plans
- o Consultant to retirement plan sponsors, including design, amendment, funding and termination services
- o Individual benefit determinations for defined benefit participants
- o Independent third-party validation of pension actuarial services
- o Actuarial audits of retirement and welfare systems, public and private
- o FASB and GASB accounting liability reporting for post-retirement benefits
- o Medicare Advantage and PDP programs
- o Medicare Part D Retiree Drug Subsidy attestations
- o Actuarial analysis of self-insured group medical/dental plans
- o Development, pricing and ratating of individual and group A & H products
- o Policy and rate filing with state insurance departments
- o State-specific certification of compliance with small employer A & H requirements
- o Expert testimony

Education

University of California at Irvine,
B.A., Mathematics

Professional

Fellow, Society of Actuaries
Fellow, Conference of Consulting Actuaries
Member, American Academy of Actuaries
Enrolled Actuary



Overview of Work Plan

Under current accounting standards, public entities that provide OPEB ("other postemployment benefits") typically recognize the expense for such benefits as they are paid ("Pay-as-you-go") GASB statement 45 requires those entities to recognize the expense for OPEB more quickly, ideally over the working lifetime of its covered employees

L&E will develop benefit obligation liabilities for those benefits as specified by GASB 45, including the ARC, the Annual OPEB Cost, and specified disclosures for the valuation year

To calculate the liabilities, we project post-employment benefit costs for current retirees and current active employees who may retire in the future. The projection includes all post-employment benefits made available to the Sponsor's retirees. The projection considers the likely cost of future benefits, and the expectation of survival of retirees, employees and dependents to receive such benefits. The projection also includes expected expenses (if any) and retiree contributions.

To assist the Sponsor in choosing the optimal rate of expense recognition, L&E will project OPEB costs under two of the primary actuarial cost methods (Unit Credit and Entry Age) over a 25-year period. An example of this projection is included in our sample report.

More Details

If a benefit program is fully insured, the projection of benefit costs is more complex than a simple estimation of future premiums. The premiums that the plan sponsor pays for medical, vision and dental insurance are not typically rated by age or gender, although sometimes the medical premiums for the over-65 participants are different from the under-65 participants. Paragraph 13a(1) of GASB 45 applies to situations like this: "When an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated for actuarial measurement purposes, and the projection of future retiree benefits should be based on claims costs, or age-adjusted premiums approximating claims costs, for retirees, in accordance with actuarial standards issued by the Actuarial Standards Board."

The statement requires this approach because medical costs increase with advancing age. Therefore, the claim costs for the retiree group are higher than the claim costs for the employee group, even taking Medicare into account. Stated another way, when a plan includes both employees and retirees, the blended premiums are almost always higher than what the premiums would be for employees, and lower than what the premiums would be for retirees, if each group were rated separately. The premium rate difference is referred to as the implicit rate subsidy.

To comply with the standard, we compute the underlying cost for retiree coverage by imputing an age-dependent claim cost for our projections. We do that by analyzing the risk characteristics of the entire covered group (employees, dependents and retirees) and applying those in the aggregate to the carrier premium schedule.

If a benefit program is self-insured, the projection of the benefit costs is a composite of the expected claims, stop loss premiums, and administrative expenses for each covered individual from the valuation date to the end of the benefit period. Stop loss premiums and expenses are usually known for the coming fiscal year. For the expected claims, we have to determine an average claim cost from claim and enrollment records, adjusted for the risk characteristics of the covered group and trended to the valuation date.



To develop the total expected benefit costs for each year in the projection, we adjust those values for inflation and for the risk factors for each covered family. If benefits are paid after eligibility for Medicare, then we carve out those benefits that Medicare will cover.

All of our projections are based on assumptions with regard to the survival of plan members, the average per-capita claim costs, and so forth. Those assumptions are disclosed in the appendices attached to our report. One of the most important assumptions is the discount rate, which is used by the model to compute the present value of future post-retirement benefits. The higher the discount rate, the lower the present values, and therefore the OPEB cost.

GASB 45 stipulates that the selection of the discount rate be determined, in part, based on whether the plan benefits are funded in advance. If the employer contributions are at least as great as the OPEB cost for the year, and if they are deposited in an irrevocable trust for the exclusive purpose of paying post-retirement health benefits, the guidance states that the discount rate may be a reasonable long-term rate on the expected investments in that trust. If the employer does not utilize a trust, the employer is limited to using the rate of return expected on all employer assets. If the employer uses a trust, but funds at a level below the OPEB cost, then a blended rate may be used.

Another key assumption for the determination of the plan liabilities is the expected survival of current employees and retirees. We develop age-dependent employee turnover and retirement rates based on the group's experience and expectations, and use a modern mortality table developed by the Society of Actuaries. From these we create a model that calculates the probability that each member will survive to retirement, elect to participate in the plan, and receive benefits over their life expectancy.

The liability (present value of benefits) for each enrollee is simply the sum for each future year over his/her life span of the product of three values:

- a) The interest discount factor for that year
- b) The expected cost of benefits (net of retiree contributions) in that year
- c) The probability of receiving retirement benefits in that year

Our actuarial model allocates a portion of each employee's and retiree's present value to the current fiscal year. The methodology of that allocation is called an "Actuarial Cost Method." GASB 45 allows the employer a choice between six different cost methods. The three primary methods are known as "Projected Unit Credit," "Entry Age Normal," and "Aggregate." The other three methods are variations of the primary methods, and do not produce different results in the first year of application.

Work Flow

- 1) L&E provides the client with an updated and detailed data request (see below for example)
- 2) After receipt of the data, staff reviews it for completeness and consistency with the data request. To the extent necessary, follow-up requests are made.
- 3) Project manager contacts the client to discuss appropriate actuarial assumptions and other issues relevant to the liability calculations. In our experience, a telephone conference is more than adequate and more cost-effective than an on-site meeting.
- 4) Preliminary calculations are made and communicated with the client and/or the auditor in a preliminary report.
- 5) Based on feedback, a final report is published and delivered.
- 6) L&E provides answers to follow-up questions from the client and/or its auditors.



Project Schedule (example)

- | | |
|--------------------|--|
| 1) Apr 15 | L&E submits data requirements |
| 2) Apr 15 – May 15 | Data and benefit descriptions are collected and reviewed for reasonableness. Questions are forwarded to the Sponsor as needed. |
| 3) May 15 – May 31 | Actuarial assumptions are set. Benefit costs are projected and liabilities are calculated. |
| 4) Jun 15 – Jun 30 | L&E prepares draft reports, reflecting any Sponsor comments received. |
| 5) Jul 1 | L&E presents the projected draft results. |
| 6) Jul 1 – Jul 15 | Sponsor reviews draft report and provides feedback and questions. |
| 6) Jul 15 – Jul 31 | Report is finalized. |
| 7) Aug 1 | Final report and final funding recommendations are delivered to the Sponsor. |

Please keep in mind that this schedule is illustrative, and that actual results are sensitive to data quality and availability. We are normally able to present the draft report within three to four weeks from the receipt of complete and accurate data. We will always make every effort to meet client expectations and deadlines.

Proposed Scope of Services

The valuation includes the following:

- 1) Development of the GASB OPEB liabilities (ARC, OPEB Cost, Net OPEB Obligation, etc.) and all required disclosures under Statement 45
- 2) A 25-year projection of current covered employees and retirees, expected claims and expenses, expected retiree contributions, net pay-as-you-go costs, GASB liabilities, and OPEB costs under the Sponsor's chosen cost method
- 3) Illustration of the impact of the liabilities under pay-as-you-go funding and advanced funding (if requested)
- 4) Preparation of a GASB 45 report

As requested in the RFQ, our services will also include the following:

- 1) The issuance of a Public Statement of Actuarial Opinion (PSAO) in accordance with the Qualification Standards of the American Academy of Actuaries
- 2) Provide all services in accordance with Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and the Government Accounting Standards Board Statement No. 45
- 3) Specific elements to be provided in the GASB 45 analysis will comply with minimum standards information requirements as described in Statement 45

Effective with the City's fiscal year ending June 30, 2018, GASB 45 is being replaced with GASB 75. If the City chooses a multi-year proposal, the scope of our work will change to incorporate the requirements of GASB 75.



Proposed Cost

It is our understanding that the City would like a multi-year proposal. We are providing a fixed fee for the fiscal year ending 2016 based on a full actuarial valuation.

GASB 45 requires at least biennial valuations for sponsors with more than 200 participants. If significant changes have occurred, a full valuation is required during the interim year. For each of the fiscal years following 2016, we are providing two fees, one based on a full actuarial valuation and one assuming that there are no significant changes from the previous year. These are all-inclusive prices, covering all direct and indirect costs and out-of-pocket expenses.

We are providing a five-year proposal. However, we are open to shorter or longer arrangements. We are also open to the City continuing to do its own interim year reporting.

<u>Valuation Year</u>	<u>Full Valuation</u>	<u>Interim Reporting</u>
2016	\$9,500	
2017	\$9,500	\$1,000
2018	\$10,000	\$1,000
2019	\$10,000	\$1,000
2020	\$10,000	\$1,000

Note that our full valuation fees include the transition to GASB 75 for the fiscal year ending June 30, 2018.



Draft Terms of Engagement for the City of Glendale ("Client")

Fees. The Client agrees to pay the professional fees for the services of Lewis & Ellis, Inc ("L&E") as described in the proposal

Review of Charges. The Client has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the Client under the fee schedule

Termination. The Client or L&E may terminate this agreement at any time by written notice to the other party, but the Client agrees to pay L&E all charges or prorated fees incurred to the date the termination notice is received and the actuary will cease any work in progress unless specific stopping points are provide in the notice

Work Product. The final work product will be the property of the Client to be used as stated in the proposal Ancillary use of the product is permitted but L&E is not responsible for the reliability of those projections It is understood that all reports are subject to the open records laws of the contracting jurisdiction.

Indemnification. The Client agrees to indemnify and hold L&E as well as its officers, directors, employees, and shareholders harmless from and against any loss, liabilities, demands, claims, actions, and expenses (including any attorney's fees) incurred by L&E, as a result of any litigation or claim initiated or filed against L&E by any person other than the Client and arising from any services hereinafter performed or opinions hereinafter rendered by L&E hereunder, unless L&E provided written authorization to the Client for the disclosure to such third party of such L&E services or opinions This limited liability, indemnification, and hold harmless provision shall survive termination of this Agreement and shall be binding on the parties' successors and assigns

Reliance on Data. In performing L&E's services, L&E may rely upon information furnished to L&E by or on behalf of the Client, and/or upon information available from published sources L&E assumes no responsibility for the accuracy or completeness of such information and shall have no obligation to independently verify the accuracy of such information The Client represents and warrants that the information provided to L&E by or on behalf of the Client is accurate and complete in all material respects

Professional Standards. L&E will provide qualified personnel for each engagement and follow all professional standards are ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board

Acknowledged and accepted by:

CLIENT

LEWIS & ELLIS, INC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation will be paid on a pay-as-go monthly invoice basis

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed **\$10,500.00**

DETAILED PROJECT COMPENSATION

The Consultant will be paid **\$9,500.00** as a fixed fee for a full actuarial valuation for the City's fiscal year 2017 and **\$1,000.00** for any interim reporting throughout the term of this Agreement

EXHIBIT D
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, I I C, 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

File #: 16-234, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO EXTEND THE AGREEMENT FOR CDBG ROOF RESIDENTIAL REPAIR PROGRAM WITH JIM BROWN AND SONS, ROOFING INC., AND INCREASE EXPENDITURE AUTHORIZATION

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 Amendment No. 4 to Contract #8926 to: a) extend the agreement for the Community Development Block Grant (CDBG) until June 30, 2017; b) authorize the additional expenditure of CDBG funds in the amount of \$100,000. If approved, this contract extension will allow the City of Glendale to continue contracting with Jim Brown and Sons Roofing, Inc., to repair and/or replace deteriorated roofs for income qualified homeowners in Glendale.

Background

Annually, the City of Glendale is awarded CDBG funds by the U.S. Department of Housing and Urban Development (HUD) to be used for eligible activities. Each year the City Council, through the CDBG grants process, allocates funding for the Glendale Roof Repair and Replacement program which is a component of the Residential Rehabilitation Programs.

A formal Invitation for Bid was issued by Purchasing (IFB 12-40) for the Residential Roof Repair Program to procure a qualified contractor to replace worn, dilapidated, and damaged roof covers and related components for eligible homeowners within the city limits of Glendale. Since awarded administratively in June of 2012, Jim Brown and Sons Roofing have been providing this service to eligible Glendale homeowners.

The original contract contained the necessary legal language to extend the contract administratively for a period of four additional years, but due to the fact that the expenditures exceeded \$50,000, it is now necessary to seek the approval of the City Council to amend and extend this contract.

These are federal CDBG funds that have no impact on the City's General Funds.

Analysis

Over the course of the FY 16-17, it is expected that the Community Revitalization division will have Roof Program applications totaling over \$96,000 for needed repairs. The extension is necessary for the City to continue to provide these much needed repairs to our low-to-moderate income homeowners. Approval of this contract will allow the program to continue without interruption to our qualified residents.

Previous Related Council Action

On June 28, 2012, the City administratively awarded a five-year contract to Jim Brown and Sons Roofing for the City's Roof Repair Program.

On April 26, 2016, the City Council authorized the City Manager to enter into agreements using FY16-17 CDBG funds for the Community Revitalization Residential Rehabilitation program with Resolution 5096. This resolution contains authorization to fund an additional year of the Roof Repair Program, for which the City contracts with Jim Brown and Sons Roofing.

Community Benefit/Public Involvement

The Glendale Roof Program is one component of the City's Residential Rehabilitation program that helps stabilize neighborhoods and improve the quality of life for low-to-moderate income homeowners. To date, over 556 homeowner roofs have been repaired or replaced through this program. This has helped homeowners maintain their homes and prevents potential damage to their homes from roof leaks. Funding of the program was unanimously approved and recommended by the Community Development Advisory Committee on January 21, 2016.

Budget and Financial Impacts

Since this is a federally-funded program, there will be no fiscal impact on the city. No General Funds will be used for this program.

Cost	Fund-Department-Account
\$100,000.00	1320-31022-518200- CDBG Roof Repair Replacement- Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 4
(RESIDENTIAL ROOF REPAIR PROGRAM)
(RFP 12- 40, Contract No. C-8926)

This Amendment No. 4 (“Amendment”) to the (Residential Roof Repair Program) (“Agreement”) is made this _____ day of _____, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and (Jim Brown and Sons Roofing), a(n) (Contractor) authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Jim Brown and Sons Roofing (“Contractor”) previously entered into Residential Roof Repair Program, Contract No. C-8926, dated June 28, 2012 (“Agreement”); and
- B. The Agreement, which was based on the Contractor’s Response to an invitation for bids, IFB-12-40, provided an initial term of one (1) year, and the option to extend the contract in four (4) one-year increments. The City has so far exercised three (3) renewal options by prior amendments.
- C. The Parties exercised the third renewal option and extend this contract for the period June 29, 2015 through June 28, 2016.
- D. The Parties now wish to exercise the remaining renewal options for the period June 29, 2016 through June 28, 2017.
- E. 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 for a one-year period from (June 29, 2016) through (June 28, 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 is unchanged.
4. **Compensation.** The amount of compensation the Contractor may receive during the renewal term herein shall not exceed \$100,000.00. The cost of the work to be

performed shall be charged and billed by the Contractor in accordance with the price sheet (section 5) submitted with the IFB and agreed upon by the parties in the original contract.

5. **Insurance Certificate.** Current certificate will expire on (2/16/17) 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

Jim Brown and Sons Roofing


By: Scott Brown
Its: Vice President



Legislation Description

File #: 16-237, Version: 1

AUTHORIZATION TO ENTER INTO A TWO-YEAR TEMPORARY LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC, FOR THE GALLERY GLENDALE AT WESTGATE RETAIL SPACE

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to approve a two-year lease agreement with The New Westgate, LLC, to provide the city with 2,091 leasable square feet of retail space for use as the “Gallery Glendale at Westgate.”

Background

On April 23, 2013, the City Council approved a lease agreement between the city and The New Westgate, LLC, for the creation of the “Gallery Glendale at Westgate.” The lease agreement was subsequently approved by the City Council for a second and a third consecutive year, on May 13, 2014 and on May 26, 2015. Under each yearly agreement, The New Westgate, LLC provided 3,050 square feet of space (Suite #D-109) and covered all utility expenses at no cost to the city. In July 2015, Suite #D-109 was leased to a new tenant. As a result, The New Westgate, LLC offered the city an alternate site which opened on September 4, 2015.

Over the past three years, the gallery has served as a public venue to showcase the city’s municipal art collection; host monthly art exhibits in partnership with local, statewide and national organizations; and with various artist collectives and groups. Gallery Glendale is a free cultural venue for all residents and visitors to enjoy and experience the arts through monthly exhibits and public receptions. The gallery is also host to “Wee Readers,” a twice-monthly, free story time and activities program for young children presented by the Glendale Public Library.

Since the start of the Westgate partnership, the city has coordinated and planned over 66 different events, art exhibits and public receptions, which have brought over 37,000 people to the Gallery Glendale and Westgate. Examples include exhibits with the Associated Press, Arizona Artists Guild, Art League West, Glendale Union High School District, Glendale Community College, Phoenix Artists Guild, the West Valley Arts Council and various artist collectives such as the Five15 Artist Group and the Silkscreen Six Artist Collective. In addition to what occurs inside the gallery, the city annually partners with Westgate to present highly attended outdoor community events such as, the popular Touch a Truck event (annual attendance: Over 5,000) and Surviving the Summer (annual attendance: Over 1,500). The city plans and presents these large family-friendly outdoor events, working in partnership with over 70 organizations and associations.

The New Westgate, LLC makes the gallery space available to the city at no charge as a benefit to the city, the citizens and the visitors to Westgate. New Westgate, LLC considers the annual value of Suite # D-102 to be between \$75,000.00 to \$100,000.00. In exchange, the city has staffed the Gallery Glendale at a minimum, every Friday and Saturday evening from the hours of 6:00 p.m. to 9:00 p.m. The city also has cross-promoted activities

on its website, newsletters, publications, and calendars; disseminated information at its facilities, and placed temporary Westgate promotional banners at various city-owned sports facilities and on digital billboards.

This spring, both city staff and the owners of New Westgate, LLC, mutually indicated their desire to extend the lease for a two-year term. As a result, staff is requesting approval of the new lease agreement.

Community Benefit/Public Involvement

The gallery serves to provide area residents and patrons of Westgate with programs and services they might not otherwise be able to conveniently access. The site also provides the Community Services Department with an additional location (at very low cost) to provide services and programs, while Westgate benefits from an increase in foot traffic.

After three years in operation, Gallery Glendale at Westgate has become an established popular spot for cultural exchange and activities in the West Valley. It is a gathering place for the community to appreciate monthly art exhibits by local, regional and national artists; participate in free hands-on creative activities; attend events and programs through the top-tier, nationally-accredited City of Glendale Parks & Recreation Division; and enjoy children’s storytimes and activities presented by professionals and volunteers from the Glendale Public Library system.

The Glendale Arts Commission has expressed its support of the Gallery Glendale at numerous past meetings and is looking forward to new events and exhibits at the venue in FY 2016 through FY 2018.

Budget and Financial Impacts

Estimated operating costs to the city (i.e. temporary staff as needed, signage, custodial, technology and program supplies) will not exceed \$6,500 per year. These funds are budgeted in the municipal arts program 1220-15310.

Cost	Fund-Department-Account
\$13,000	1220-15310-518200, Arts Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No
If yes, where will the transfer be taken from?

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "**Agreement**") is made as of the ___ day of May, 2016, by and between **THE NEW WESTGATE LLC**, a Delaware limited liability company ("**Licensor**"), and **CITY OF GLENDALE**, an Arizona municipal corporation ("**Licensee**"), related to that certain shopping center known as Westgate Entertainment District located in Glendale, Arizona (the "**Center**").

RECITALS

Licensor and Licensee desire to enter into a license agreement whereby Licensee will license from Licensor space within the Center on a temporary basis, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **License Areas.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee (i) an exclusive license during the License Term to use and occupy the portion of the Center identified as Suite D-102, measuring approximately 2,091 square feet, and as depicted on Exhibit A attached hereto and incorporated by reference (the "**Gallery License Area**"), and (ii) a non-exclusive license during the License Term to use and occupy a portion of the Center in the fountain park, events plaza and parking lot areas, as generally depicted on attached Exhibit B and incorporated by reference (the "**Activities License Area**"), collectively, the Gallery License Area and the Activities License Area are the "**License Areas**". In addition to and together with the License Areas, Licensor grants to Licensee a non-exclusive right of access to and from the License Areas and the non-exclusive right to use parking spaces to be designated by Licensor located in the common areas in Center. The license is non-transferable and is revocable by Licensor under the Agreement terms. Licensee acknowledges and agrees that it is accepting the License Areas "AS IS, WHERE IS" with no express or implied representation or warranty by Licensor as to the condition of the License Areas or the improvements therein, or its suitability for the Permitted Use (as defined below) or any other matter. Notwithstanding anything herein to the contrary, Licensor shall have the right, upon providing not less than fifteen (15) days prior written notice to Licensee, to relocate either or both the Gallery License Area or the Activities License Area to other space in the Center as designated by Licensor in Licensor's discretion.

2. **License Term and Minimum Hours.** The term of this Agreement shall be from June 1, 2016 through May 31, 2018 (the "**License Term**"). Licensee shall not have any right to access or use the License Areas, and shall not place any property, equipment or other items in the License Areas at any time other than during the License Term.

a. **Gallery License Area:** Licensee agrees to be open to the public, and staffed either with employees or volunteers, in the Gallery License Area, at minimum each Friday and Saturday of every week from 6:00pm to 9:00pm during the License Term. Licensee may be open in the Gallery License Area at all other normal operating hours of the Center.

b. **Activities License Area:** Licensee shall utilize the Activities License Area from time to time during the License Term, upon prior mutual agreement between Licensor and Licensee as to date(s), hours, location, and activity. Licensor's designated representative for approving such matters is Jessica Kubicki, Director of Events and Marketing for Licensor, via email at jkubicki@vestar.com, or other representative as designated by Licensor.

3. **Right to Terminate.** Licensor shall have the right to elect to terminate this Agreement at any time during the License Term, with or without cause, by notice to the Licensee at least fifteen (15) days prior to the termination date set forth in such notice. Should Licensor transfer the Center as described in Section 24 below and the new owners/transferees then require the payment of rents or fees from the City, the City may terminate this Agreement by notice to the new owners/transferee at least fifteen (15) days before the termination date set forth in such notice.

4. **Use / Cross - Promotion.**

a. Use of Gallery License Area: Licensee shall use the Gallery License Area for the sole purpose of the display of the City of Glendale's art collection, including but not limited to photographs, paintings, and sculptures (the "**Permitted Use**") but for no other use without Licensor's prior written consent. Both Licensor and Licensee shall refer to the Gallery License Area and Licensee's use thereof as the "**Gallery Glendale at Westgate**". Licensee and Licensor agree to work together, and Licensor expresses its desire, to (a) have Licensee also display art in association with schools (including colleges and universities) and (b) have Licensee utilize the Gallery License Area in conjunction with teaching and/or hosting art classes and/or interactive art education and art experience events and activities (the "**Conditional Permitted Use**"). Any Conditional Permitted Use shall be approved in advance by Licensor. Licensee's use of the Gallery License Area for any purpose other than for the use identified above shall be deemed a material default under this Agreement. Licensee shall at all times use the Gallery License Area for the purpose of performing the Permitted Use in a proper manner acceptable to Licensor and in a lawful, honest, conscientious and business-like manner.

b. Use of Activities License Area: Licensee shall utilize the Activities License Area to host various community and citizen services and activities, including by way of example and not limitation, physical activity classes such as yoga or zumba. Licensee shall utilize the Activities License Area from time to time during the License Term, upon prior mutual agreement between Licensor and Licensee as to date(s), hours, location, and activity. Licensor's designated representative for approving such matters is Jessica Kubicki, Director of Events and Marketing for Licensor, via email at jkubicki@vestar.com, or other representative as designated by Licensor.

c. Cross-Promotion of Gallery: Licensor shall (i) include the Gallery Glendale at Westgate on its website for the Center, (ii) include the information in its calendars of events and activities, and (iii) otherwise publicize the Glendale Gallery attraction. Licensee shall include information about the Gallery Glendale at Westgate in (i) newsletters (print or e-mail) to residents, (ii) City calendars of events, and (iii) on the City's website in the applicable arts and/or parks and recreation sections. Licensee agrees to publicize the Gallery Glendale at Westgate on the LED billboard located at the northeast corner of the Loop 101 Freeway and Glendale Avenue, including the logo for Westgate Entertainment District as provided by Licensor; the Licensee will design and approve the artwork in collaboration with the licensor; and the LED advertisement will be included in the rotation, based on availability, for two (2) weeks prior to the events or activities relating to the Gallery Glendale at Westgate. For example, if there are five events during the year, advertisements will run for a total of ten (10) weeks during the year (equal to a minimum of 28,000 ads over a twelve-month period)

d. Cross-Promotion and Library Incentive Cards: Licensor and Licensee will collaborate on Licensor's provision of Westgate Entertainment Center discount cards to be made available at City of Glendale libraries to City residents for City promotions such as frequent-reader incentives. Licensor shall produce such discount cards at Licensor's cost. The Licensor shall include reference to such library cross-promotion on its website for the Center. Licensee shall include information about the library cross-promotion and activities in the Activities License Area in (i) newsletters (print or e-mail) to residents, (ii) at the City libraries, and (iii) on the City's website in the applicable arts and/or parks and recreation sections. Licensee agrees to publicize the Westgate – City of Glendale library cooperation and activities in the Activities License Area on the LED billboard located at the northeast corner of the Loop 101 Freeway and Glendale Avenue, including the logo for Westgate Entertainment District as provided by Licensor; the Licensee will design and approve the artwork in collaboration with the licensor; and the LED advertisement will be included in the rotation, based on availability, for two (2) weeks prior to the events or activities relating to the Gallery Glendale at Westgate. For example, if there are five events during the year, advertisements will run for a total of ten (10) weeks during the year (equal to a minimum of 28,000 ads over a twelve-month period).

e. Promotion of Westgate Entertainment District on Sports Complex Fields: In consideration of Licensor's provision of space per this License Agreement, Licensor shall be permitted, at Licensor's sole cost and expense, to install banners (subject to Licensee's prior reasonable approval) promoting the Westgate Entertainment District and its tenants at the City owned sports fields located at sites to be agreed upon by Licensor and Licensee.

5. **Signs/Advertising.** Licensors shall obtain Licensee's written approval before publishing any advertising or promotional material referring to Licensee's Permitted Use of the License Areas. Licensee shall not have rights to any media towers or additional signage and graphics around, above and adjacent to the License Areas.

6. **License Fee.**

a. **Fee for License Areas:** Licensors are making the License Areas available to Licensee at no charge as a benefit to the City of Glendale, its citizens, and the public and visitors to the Center generally. Licensors consider the annual value of the License Area of approximately \$75,000.00 to \$100,000.00, which such space is being provided to the Licensee at no charge.

b. **Fee for Sale of Art in Gallery License Area:** If Licensee permits third parties to sell art from the Gallery License Area per a Conditional Permitted Use, Licensee shall collect a fee from such vendor/artist in the amount of thirty percent (30%) of the sale amount of each item, to be determined by Licensee. Licensee shall remit to Licensors fifty percent (50%) of all such revenue collected by Licensee on a monthly basis, within 15 days after the end of each calendar month accompanied by reasonable reporting as may be required by Licensors.

7. Intentionally omitted.

8. **Maintenance of the License Area.** Notwithstanding anything in this Agreement to the contrary, Licensee shall be solely responsible (a) for securing all permits and licenses necessary to use the License Areas for the Permitted Use, including without limitation any business licenses required by the City of Glendale and/or County of Maricopa, Arizona, (b) for maintaining the License Areas in a neat and clean condition (including custodial service of the Gallery License Area, (c) for complying with all applicable laws, rules, fire and safety codes and regulations, including such minimum safety standards as may be established by Licensors, with respect to the use of the License Areas, (d) for repair of all damage to the License Areas caused by Licensee, its agents, employees, representatives, contractors or invitees, (e) for complying with the Center's rules and regulations established from time to time by Licensors and delivered to Licensee, (f) for all costs and expenses related to cleaning, security, repair and maintenance of the License Areas, and (g) for restoring the License Areas to its original condition, customary wear and tear excepted, at the end of each day as to the Activities License Area or the end of the License Term as to the Gallery License Area.

9. **Insurance.** During the License Term, Licensee shall maintain, at its sole cost and expense, insurance as reasonably required by Licensors, including, without limitation, insurance meeting the requirements set forth on the attached Exhibit C. Before the License Term begins, Licensee shall provide Licensors a Certificate of Insurance which meets Licensors' requirements, including, without limitation, the requirements set forth on attached Exhibit C.

10. **Indemnity.** Licensee shall indemnify, defend and hold harmless Licensors and Licensors' parent, subsidiaries and affiliated companies, and their respective officers, directors, shareholders, agents, employees and affiliates (collectively, with Licensors, the "**Licensors Parties**"), against all loss, damage, expense and liability resulting from injury to or death of persons, including but not limited to employees of Licensee or Licensors, or injury to property, including but not limited to property of Licensee or Licensors, arising out of or in any way connected with Licensee's access to or use of the Center, however caused, regardless of any negligence of Licensors, whether active or passive, except for such injury or death as may be caused by the sole gross negligence or willful misconduct of Licensors. Licensee shall, upon request by Licensors, defend any suit exerting a claim covered by this obligation to indemnify. Licensee shall pay costs that may be incurred by Licensors in enforcing this obligation to indemnify, including reasonable attorneys' fees. The provisions of this Section 10 shall survive any termination or expiration of this Agreement.

11. **Mutual Waiver of Subrogation.** Licensors and Licensee each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Licensors or Licensee, as the case may be, or their respective property, the License Area, its contents or to other portions of the Center, arising from any risk generally covered by a policy or causes of loss special form

insurance and from any risk covered by insurance then in effect. In addition, Licensor and Licensee, for themselves and on behalf of their respective insurance companies, waives any right of subrogation that any such insurance company may have against Licensor or Licensee, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available in the State of Arizona and provided further that no policy of insurance is invalidated thereby.

12. **Risk of Loss or Damage.** Without limiting any other provision of this Agreement, Licensor shall not be liable for, except to the extent, subject to this Agreement, directly caused by the sole gross negligence or willful misconduct of Licensor, and Licensee hereby waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Areas, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in Licensor's failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (ix) the failure of any fixture, plaster, tile, stucco or other material or (x) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public project. Licensee agrees to use and occupy the License Areas, and to use such other portions of the Center as Licensee is herein given the right to use, at Licensee's own risk, and Licensee hereby assumes the full risk and responsibility for loss, destruction or damage occurring to the personal property of Licensee in the License Areas. The provisions of this Section 12 shall survive any termination or expiration of this Agreement.

13. **Center Security.** Licensor may provide security for the common area of the Center as Licensor shall determine from time to time in its sole discretion. Licensee acknowledges that any security service provided by Licensor shall be at such intervals and with such manpower as Licensor may determine in its sole discretion. Licensee shall at all times comply, and shall cause its employees, representatives and invitees to comply, with the directions of such Center security with respect to the use of the License Areas. Licensee further acknowledges that any such security services are intended to be deterrent in nature and Licensor does not undertake to insure that damage to persons or property will thereby be prevented upon the License Areas or the Center. Licensee acknowledges that this Agreement and Licensee's and Licensor's rights and obligations hereunder do not impose upon Licensor a duty to guard against criminal acts of a third party. Licensor shall have no obligation to provide security service to Licensee with respect to the License Areas.

14. **Taxes and Fees.** Any and all taxes, fees, and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, transaction privilege license taxes, personal property taxes, or any other taxes which may be levied or assessed on the assets, business or capital of Licensee or on Licensee's income or sales therefrom by any duly constituted government authority shall be borne and paid for entirely by Licensee. Licensee shall indemnify, defend and hold harmless the Licensor Parties for any and all claims, losses, liabilities, damages, amounts, penalties, costs and expenses arising or resulting from Licensee's failure to timely pay any amounts required to be paid by Licensee under this Section 14. The provisions of this Section 14 shall survive any termination or expiration of this Agreement.

15. **Assignment.** It is expressly agreed that Licensee shall not assign or sublease its rights or delegate its duties under this Agreement. Any assignment of rights, sublease or delegation of duties by Licensee without the prior written consent of Licensor shall be void and shall, at Licensor's option, result in the immediate termination of this Agreement.

16. **Removal of Property.** Upon the expiration of each License day (for activities outside of the Gallery Licensed Area) or the License Term, as applicable, Licensee shall quietly and peaceably surrender the License Areas and shall remove all other equipment and other things placed by Licensee on the License Areas hereunder, and if Licensee shall fail to do so, Licensor shall have the right

to make such removal at Licensee's expense, and Licensor may dispose of said property in any manner and retain any and all proceeds arising out of such disposition.

17. **Default.** Each of the following shall constitute a default by Licensee hereunder: the failure by Licensee to observe or perform any covenant, obligation or condition required to be performed or observed by Licensee hereunder and the continuation of such failure for a period of two (2) days after notice thereof from Licensor. In the event of any such default by Licensee, Licensor shall have the right to terminate this Agreement, to recover immediate possession of the License Areas, and to remove all personal property of Licensee from the License Areas at Licensee's cost and expense. In addition, in the event of any default by Licensee hereunder, Licensor shall be entitled to recover all damages permitted by law (including, without limitation, attorneys' fees, costs and expenses) and to enforce all remedies available to Licensor at law or in equity. All rights, powers and remedies of Licensor shall be cumulative and the exercise of one or more of its rights or remedies shall not impair Licensor's right to exercise any other right or remedy, either concurrently or at any later time.

18. **Utilities.** Licensor shall make available to Licensee facilities for the delivery of electricity to the License Areas reasonably sufficient for Licensee's performance of the Permitted Use. Licensor shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of electricity service to the License Areas unless such discontinuance, failure or interruption results from Licensor's sole gross negligence or willful misconduct. No such episodic discontinuance, failure or interruption shall entitle Licensee to terminate this Agreement.

19. **Waiver or Consent Limitation.** No term, covenant or condition of this Agreement shall be deemed to have been waived by Licensor or Licensee unless such waiver is in writing and signed by the party to be charged with the waiver. A waiver of any given breach or default shall not be a waiver of any other breach or default. All consents and approvals under this Agreement must be in writing and signed by the party granting such consent or approval. Consent to or approval of any act by one party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary such other party's consent to or approval of any subsequent similar act.

20. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or if any claim, action or cause of action otherwise arises out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

21. **Notices.** All notices, demands, or other writings to be given, made or sent by either party hereto to the other pursuant to this Agreement shall be in writing and shall be deemed to have been fully given, made or sent (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing, or (ii) within two (2) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the parties at the addresses set forth on the signature page hereof. Each party may, from time to time by notice to the other, designate another place for receipt of future notices.

22. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Licensor and any other person or entity (including, without limitation, Licensee) or as causing Licensor to be responsible in any way for the debts or obligations of such other person or entity.

23. **Authority.** The persons executing this Agreement on behalf of Licensee hereby covenant and warrant to Licensor that Licensee is a validly existing entity in good standing under the laws of the State of Arizona or is a natural person, and the transaction set forth in this Agreement, the performance of Licensee's obligations hereunder and the execution and delivery of this Agreement by Licensee, in each case, has been duly authorized.

24. **Licensor Liability.** In the event of any transfer of the Center by Licensor or assignment by Licensor of this Agreement, the transferor shall be and is hereby entirely freed and relieved of all liability under any and all covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Center or this Agreement

occurring after the consummation of such transfer. Notwithstanding anything to the contrary set forth in this Agreement, it is expressly understood and agreed that any money judgment against Licensor resulting from any default or other claim arising under this Agreement (whether in contract, tort or for breach of any covenant contained in this Agreement) shall be satisfied only out of the rents, issues, profits and other income actually received from the operation of the Center, and no other real, personal or mixed property of Licensor or any of its owners or affiliated entities, wherever situated, shall be subject to levy on any judgment obtained against Licensor and if such amounts are insufficient for the payment of such judgment, Licensee shall not institute any further action, suit, claim or demand, in law or in equity, against Licensor for or on account of such deficiency. Licensee hereby waives, to the fullest extent permitted by law, any right to satisfy a money judgment against Licensor except from the income received from the operation of the Center.

25. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Under this Agreement, if Licensor exercises any right given to it to approve or disapprove, or when any arrangement or term must be satisfactory to Licensor, the decision of Licensor to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Licensor. Time is of the essence of this Agreement and of every term, covenant and condition herein. The making, execution and delivery of this Agreement by Licensee has been induced by no representation other than as may be expressly set forth herein. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and there are no further or other agreements, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be construed either for or against Licensor or Licensee, but this Agreement shall be interpreted in accordance with the plain meaning of the language contained in this Agreement, This Agreement may be amended or modified only by a written agreement signed by the respective parties. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein. If two (2) or more persons or entities execute this Agreement as Licensee, then and in such event the word "Licensee" as used in this Agreement shall refer to all such persons or entities, and the liability of such persons or entities for compliance with the performance of all the terms, covenants and conditions of this Agreement shall be joint and several, and notice given to one of them shall be deemed notice to all. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable) LICENSOR AND LICENSEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LICENSOR OR LICENSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR OCCUPANCY OF THE LICENSE AREAS.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the day and year first above-written.

LICENSEE:

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____
Name: _____
Its: _____

Address for notices:

5850 W Glendale Ave
Glendale, AZ 85301

Attention: City Manager

LICENSOR:

THE NEW WESTGATE LLC,
a Delaware limited liability company

By: SFI Westgate City Center - Glendale LLC
a Delaware limited liability company
Its Manager

By: _____
Name: David Sotolov
Its: Senior Vice President

Address for notices:

The New Westgate LLC
c/o iStar Inc.
1114 Avenue of the Americas
New York, NY 10036
Attn: Nina Matis

With a copy to:

The New Westgate LLC
c/o iStar Inc.
10960 Wilshire Blvd., Ste. 1260
Los Angeles, CA 90024
Attn: David Sotolov

Teetsel Properties, LLC
2415 E. Camelback Rd., Ste. 700
Phoenix, AZ 85016
Attn: Jeff Teetsel

EXHIBIT A

Site Plan of Gallery License Area

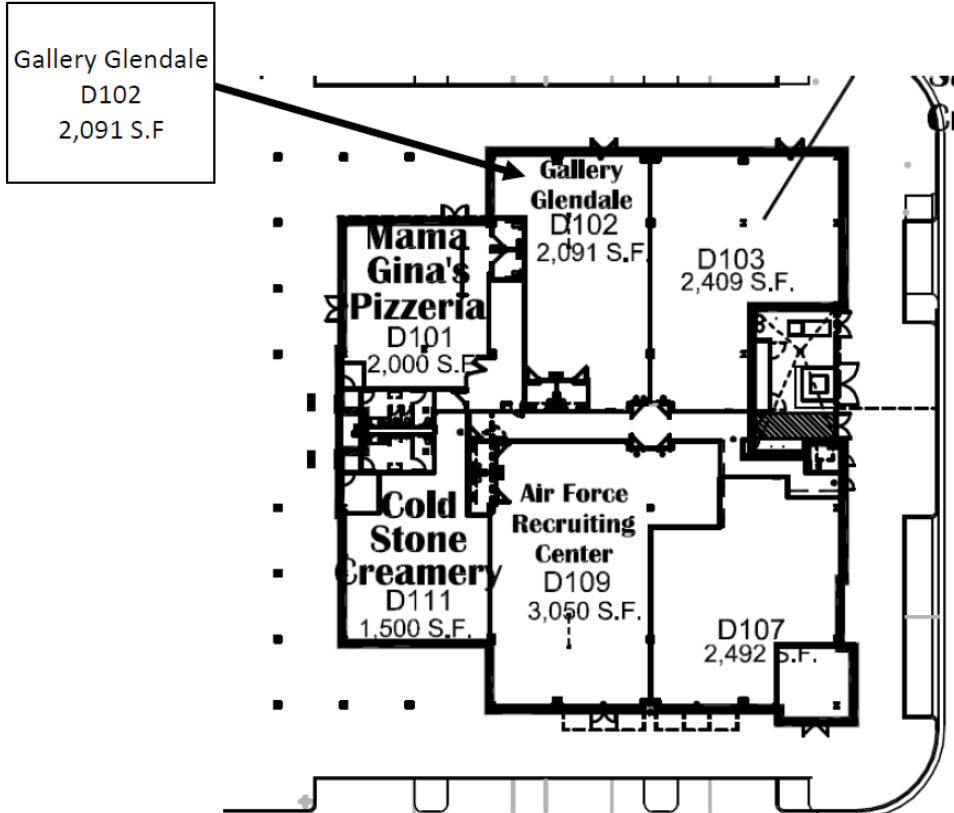


EXHIBIT B

Site Plan of Activities License Area

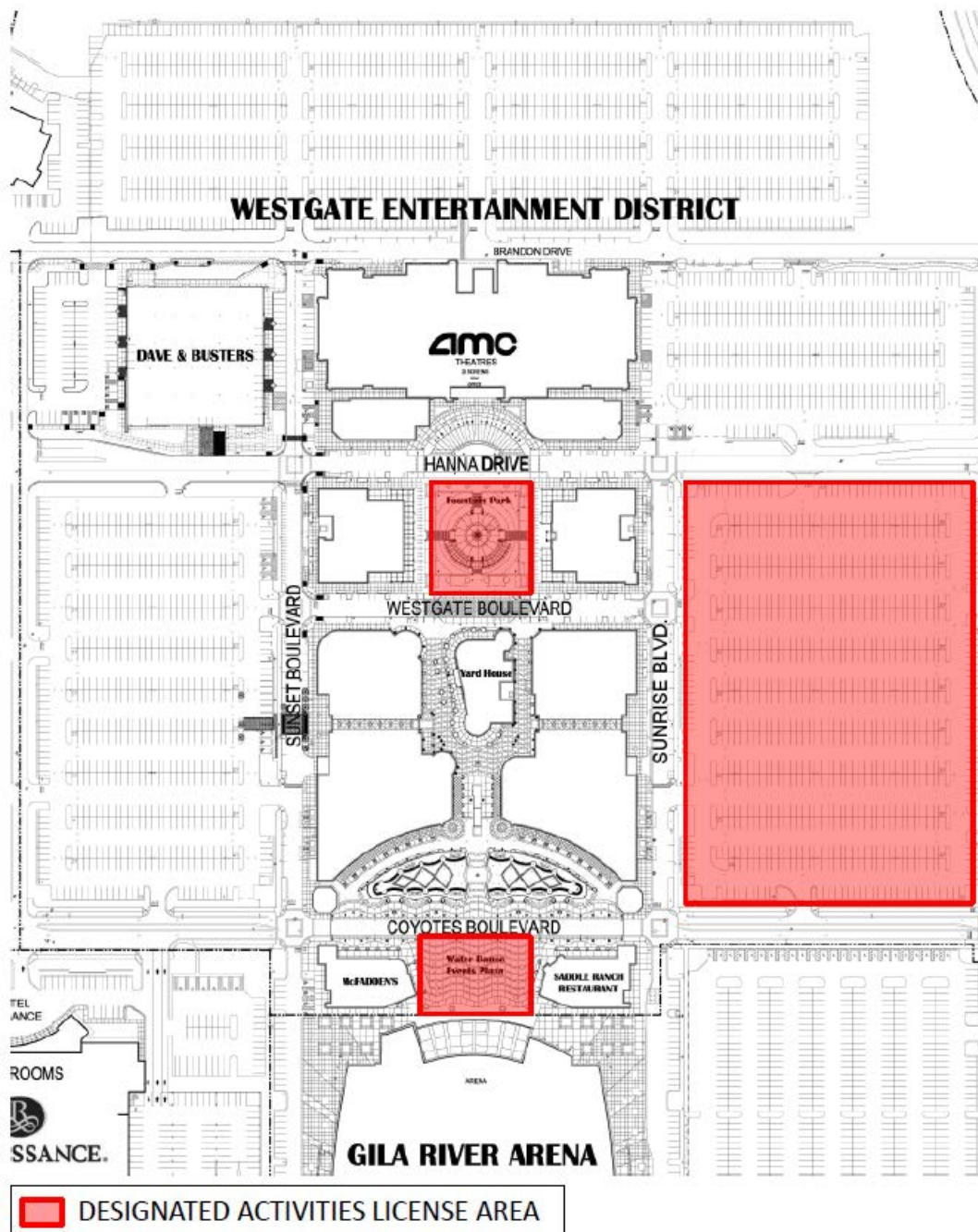


EXHIBIT C
Insurance Requirements

Licensee shall maintain, at its sole expense, the following types of insurance coverage.

1. Workers' Compensation Insurance as required by law.
2. Commercial General Liability Insurance against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned in, on or about the License Area (with the Licensor's insurance to cover the Center) with at least a single combined liability and property damage limit of **One Million and No/100 Dollars (\$1,000,000.00)**, which policy maintained by Licensee shall name Licensor as an additional insured.

Licensee's Commercial General Liability Insurance policy shall (a) be issued by an insurance company licensed to do business in the State of Arizona, and acceptable to Licensor, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that Licensor may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary of such primary and non-contributory status, provided that the language of such statement is acceptable to Licensee's insurance broker, (d) not be canceled without thirty (30) days prior written notice to Licensor, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

Additional Insured Parties for Licensee's Commercial General Liability Insurance policy:

- 1) The New Westgate LLC
c/o iStar Inc.
3480 Preston Ridge Road, Suite 575
Alpharetta, Georgia 30005
- 2) iStar Inc., and its subsidiaries, successors & assigns
3480 Preston Ridge Road, Suite 575
Alpharetta, Georgia 30005
- 3) Teetsel Properties, LLC
2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016
- 4) Vestar Properties, Inc.
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
- 5) SFI Westgate City Center – Glendale LLC
c/o iStar Inc.
3480 Preston Ridge Road, Suite 575
Alpharetta, Georgia 30005
- 6) CCD Equity Partners, LLC
c/o Solus Alternative Asset Management LP (Attn: Francis Blair)
410 Park Avenue
New York, New York 10022



Legislation Description

File #: 16-214, Version: 1

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for organizational membership in the Arizona Municipal Water Users Association (AMWUA) in an amount not to exceed \$115,000 for Fiscal Year (FY) 2016-17.

Background

The mission of the Water Services Department is to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water and wastewater treatment industry is heavily monitored by county, state, and federal agencies which have stringent regulations in place to ensure that safe and efficient water services are provided to the public. Rules and regulations are continually changing and being updated as environmental standards are revised. Organizational membership in the Arizona Municipal Water Users Association (AMWUA) allows the city a proactive approach to upcoming issues for the water industry and the region, and develops policies to safeguard water supplies for the future.

AMWUA advocates for its members at the Arizona Legislature, the Governor's Office, the U.S. Bureau of Reclamation, the Arizona Department of Water Resources, the Central Arizona Project and the Greater Phoenix Chamber of Commerce. AMWUA also works collaboratively with other water stakeholders to devise practical solutions to water and wastewater problems to ensure sustainable growth for Arizona. Membership in AMWUA allows staff as well as Council to participate in and benefit from these joint efforts to enhance and conserve the Valley's water supply. The city is represented on the AMWUA board by Councilman Bart Turner.

Analysis

AMWUA fees are assessed to the members based on population and equally shared expenses. The members set the annual operating budget and fund reserve for AMWUA's operations. The membership period is the fiscal year. The city pays half the annual membership fee in July and the other in December.

This action will authorize the City Manager to expend funds for the organizational membership in AMWUA for FY2016-17.

Previous Related Council Action

On June 9, 2015, Council approved expenditure of funds for organization membership in AMWUA in an

amount not to exceed \$95,000 for FY2015-16.

On June 10, 2014, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed \$95,000 for FY2014-15.

Community Benefit/Public Involvement

Membership in AMWUA provides the city a proactive approach to upcoming issues for the water industry and the region, and develops policies to safeguard water supplies for the future.

Budget and Financial Impacts

Funding is available in the FY2016-17 Water Services operating budget contingent upon Council approval of the budget.

Cost	Fund-Department-Account
\$115,000	2360-17110-529000, Utilities Administration-Memberships

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-215, Version: 1

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM CENTRAL ARIZONA PROJECT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the purchase of raw water from Central Arizona Project (CAP) in an amount not to exceed \$3,850,000 for Fiscal Year (FY) 2016-17.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water production process begins by procuring raw, untreated water to produce safe, clean drinking water for public use.

The City of Glendale's water supply portfolio includes the surface water from CAP from water received via the Colorado River, and the Salt River Valley Water Users' Association (SRP) water originating in the Salt and Verde Rivers watershed. Raw, or untreated, water is purchased under Council-approved contracts with CAP and SRP and is treated to produce safe high-quality drinking water. The city will use part of the year's purchased water to develop long-term water storage credits.

Analysis

The city has entered into long-term inter-governmental agreements to supply raw water for treatment at the Pyramid Peak Water Treatment Plant and distribution to the city water retail customers. Rates and fees are determined by the Central Arizona Project board of directors. Overall costs have been increasing due to higher pumping costs.

This action will authorize the City Manager to expend funds for the purchase of raw water from CAP for FY2016-17.

Previous Related Council Action

On June 9, 2015, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed \$3,735,000 for FY2015-16.

On June 10, 2014, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed \$3,534,838 for FY2014-15.

Budget and Financial Impacts

Funding is available in the FY2016-17 Water Services operating and capital budgets contingent upon Council approval of the budgets.

Cost	Fund-Department-Account
\$3,350,000	2400-17230-518200, Raw Water-Central Arizona Project
\$500,000	2400-61051-518200, Accrual of Long-term Water Storage

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-216, **Version:** 1

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the purchase of raw water from Salt River Valley Water Users' Association (SRP) in an amount not to exceed \$630,000 for Fiscal Year (FY) 2016-17.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water production process begins by procuring raw, untreated water to produce safe, clean drinking water for public use.

The City of Glendale's water supply portfolio includes the surface water from Central Arizona Project (CAP) from water received via the Colorado River, and SRP water originating in the Salt and Verde Rivers watershed. Raw, or untreated, water is purchased under Council-approved contracts with CAP and SRP and is treated to produce safe high-quality drinking water.

Analysis

The city has entered into long-term inter-governmental agreements to supply raw water for treatment at the Cholla and Oasis Water Treatment Plants and distribution to the city water retail customers. Rates and fees are determined by the Salt River Project board of directors. Overall costs have been increasing minimally.

This action will authorize the City Manager to expend funds for the purchase of raw water from SRP for FY2016-17.

Previous Related Council Action

On June 9, 2015, Council approved expenditure of funds for the purchase of raw water from SRP in an amount not to exceed \$600,000 for FY2015-16.

On June 10, 2014, Council approved expenditure of funds for the purchase of raw water from SRP in an amount not to exceed \$600,000 for FY2014-15.

Budget and Financial Impacts

Funding is available in the FY2016-17 Water Services operating budget contingent upon council approval of the budget.

Cost	Fund-Department-Account
\$630,000	2400-17230-518200, Raw Water-Salt River Project

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-217, Version: 1

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the costs associated with partial ownership in the Sub-regional Operating Group (SROG) in an amount not to exceed \$5,766,000 for Fiscal Year (FY) 2016-17.

Background

One of Water Services primary functions is to safely transport and treat wastewater from Glendale residential and commercial sewer customers. This service is accomplished with 707 miles of sewer lines, the 99th Avenue sewer interceptor, two Wastewater Reclamation Facilities and the 91st Avenue Wastewater Treatment Plant (WWTP), a regional facility operated by the City of Phoenix.

On September 25, 1979, Council authorized Glendale to enter into a partnership of cities to form the Sub-Regional Operating Group (SROG) to treat wastewater at the facility. The five cities (Glendale, Tempe, Phoenix, Mesa, and Scottsdale) share ownership in the 91st Avenue WWTP. In another related agreement, Glendale share's in the ownership of the 99th Avenue Interceptor sewer transmission line. The Interceptor transports sewage from the Glendale to the 91st Avenue WWTP. Glendale owns a 6.5 percent share in 91st Avenue WWTP and 59.8 percent in the 99th Avenue Interceptor. The annual operating and capital improvement costs are allocated based on the Glendale's capacity ownership and usage requirements.

Analysis

Glendale has entered into long-term inter-governmental agreements for the transport and treatment of the City's wastewater. Rates and fees are approved by the SROG Committee that includes representatives from the five cities. Actual costs are settled against monthly payments after the end of the fiscal year. The financial statements are audited by independent auditors.

This action will authorize the City Manager to expend funds for wastewater transportation and treatment services as set forth in the above mentioned inter-governmental agreements for FY2016-17.

Previous Related Council Action

On June 9, 2015, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed \$6,616,000 for FY2015-16.

On June 10, 2014, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed \$6,991,977 for FY2014-15.

Community Benefit/Public Involvement

Partnership in SROG provides necessary wastewater transportation and treatment services and provides effluent to the Palo Verde nuclear generating facility. In addition, participation assists with meeting or exceeding mandatory regulatory requirements in the continual safe treatment of wastewater.

Budget and Financial Impacts

Funding is available in the FY2016-17 Water Services operating and capital budgets contingent upon Council approval of budgets.

Cost	Fund-Department-Account
\$3,543,000	2420-17620-518200, SROG (91st Ave) Plant
\$100,000	2420-17625-518200, 99th Avenue Interceptor
\$1,023,000	2420-63010-518200, 91st Avenue Construction
\$1,100,000	2420-63003-518200, 99th Ave Interceptor Line

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-224, **Version:** 1

EXPENDITURE AUTHORIZATION FOR PRISONER DETENTION SERVICES FROM MARICOPA COUNTY

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for prisoner detention services from Maricopa County in an amount not to exceed \$1,369,260 for fiscal year (FY) 2016-17.

Background

Glendale Police Department has been using Maricopa County’s detention facility for over 50 years. Although the Police Department has a detention facility, it is only deemed for temporary stays and is not permitted to hold misdemeanor defendants past 48 hours, due to the lack of shower facilities, laundry facilities, and a medical clinic, which are standards set by the Commission on Accreditation for Law Enforcement Agencies, Inc.

The Police Department pays Maricopa County for housing inmates that are sentenced to more than 48 hours by Glendale City Court, or anyone held on charges for more than 48 hours waiting to see a judge. The Police Department performs monthly audits on the invoices to ensure accuracy. Maricopa County has the only detention facility in the county that has the ability to provide these services for the City of Glendale Police Department.

Analysis

It is Maricopa County’s practice to distribute annual Jail per Diem Billing Rates for Cities and Towns, but not to enter into an intergovernmental agreement. For FY 2016-17 the housing rate is \$90.37 per day, and the booking rate is \$306.84. This is an increase from last year’s rates, and as seen in the information below, the billing rates have consistently climbed over the past three years.

	<u>FY 2015-16</u>	<u>FY 2014-15</u>	<u>FY 2013-14</u>
Housing Rate	\$ 85.49	\$ 81.85	\$ 78.94
Booking Rate	\$ 285.49	\$ 266.41	\$ 251.53

The annual Police Department budget for Maricopa County prisoner detention services is calculated from a predicted number of bookings and per day use; however, the number can vary from month to month. The annual budget amount has been increased annually to accommodate the anticipated rate increases from Maricopa County. Staff is requesting Council authorize the expenditure of funds necessary for prisoner services from Maricopa County in FY 2016-17.

Previous Related Council Action

On January 12, 2016, Council ratified the expenditure of funds for monthly payments made to Maricopa County for prisoner detention services for July through November 2015, and approved expenditure authorization for future payments necessary in the remaining 2015-16 fiscal year for a total expenditure in the approximate amount of \$1,200,000.

Budget and Financial Impacts

Funding for these detention services is available in the General Fund and was included in the FY 2016-17 Police Department budget that will be presented to City Council for adoption.

Cost	Fund-Department-Account
\$1,369,260	1000-12220-531800, General Fund-PD Detention-Prisoner Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-225, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR GENERAL ENGINEERING SERVICES

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 a Professional Services Agreement (PSA) with Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering (Dibble), Contract No. C-8974, to increase compensation by an amount not to exceed \$515,000, to extend the term of the Agreement to June 9, 2018, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two year term; contingent upon Council budget approval.

Background

In November 2001, Glendale voters approved funding for the Glendale Onboard Program (GO) for a variety of transportation projects to enhance the quality of life throughout the city of Glendale. These projects provide transportation choices, improve traffic conditions, and improve air quality. The Program maintains economic vitality of Glendale through enhanced regional connectivity.

On March 7, 2014, the City of Glendale requested proposals for general engineering services to implement capital projects proposed in the GO Transportation Program. A proposal selection panel with representatives from Public Works Department reviewed five proposals. Based on the proposals, the panel interviewed three firms and selected Dibble as the most qualified firm. Contract No. C-8974 was awarded on June 10, 2014, for a two year period, with the option to renew for an additional two year period.

Dibble has been responsible for defining and completing the preliminary engineering for projects contained in the GO Transportation Program. The Program includes street, bicycle/pedestrian, and transit projects. Dibble also facilitates public involvement and project control, as well as providing project oversight for final design and construction engineering of capital projects. Dibble support services also include traffic engineering, environmental assessment, financial analysis, and right-of-way services.

Analysis

The existing PSA with Dibble expires on June 9, 2016 and compensation was only sufficient for the initial term. Amendment No. 1 to the PSA will allow the city to utilize the services of Dibble for an additional two years, in an additional not to exceed amount of \$515,000.

Dibble provides general engineering services, including developing design concepts, reviewing final designs, facilitating public involvement, and providing right-of-way acquisition services. Loop 303/Olive Avenue and Northern Parkway will continue to be two major transportation projects that require contracted expertise. This Amendment with Dibble will provide continuation of these technical services.

Previous Related Council Action

On June 10, 2014, Council authorized entering into a Professional Services Agreement with Dibble, Contract No. C-8974, for general engineering services for the GO Transportation Program, in an amount not to exceed \$995,000.

Community Benefit/Public Involvement

The consultant will continue to work collaboratively with city staff, stakeholders, and residents to provide general engineering services that will address the transportation needs of Glendale residents, visitors, and businesses. Implementation of the city’s GO Transportation Program will continue to have comprehensive citizen input and program oversight by the Citizens’ Transportation Oversight Commission.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 GO Capital Improvement Budget. Expenditures with Dibble are not to exceed \$515,000 over the two year term, contingent upon Council budget approval. There are no operating expenses associated with this Amendment.

Cost	Fund-Department-Account
\$515,000	2210-65022-551200, PE & Oversight for Transp. Pkg (Transp. Prog. Engr. Consultant-NEW FY17 NAME)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
(Contract No. C-8974)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement is made this _____ day of _____, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering, an Arizona corporation (“Consultant”).

RECITALS

- A. The City and Consultant previously entered into Professional Services Agreement for General Engineering Consultant Services, Contract No. C-8974, dated June 10, 2014 (“Agreement”); and
- B. The Agreement an initial two-year term beginning June 10, 2014 through June 9, 2016 and provided the option to extend for an additional two (2) year period; and
- C. The City desires to continue services for remaining projects needing completion under the GO Transportation Program for an additional two year period; and
- D. The City and Consultant 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 Consultant 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 for a two-year period from June 10, 2016 through June 9, 2018, unless otherwise terminated or canceled as provided by the Agreement.
- 3. **Project Description; Scope of Work; Summary of Compensation by Task; Schedule of Hourly Rates.** Exhibit A of the Agreement is replaced in its entirety with the project description attached to this Amendment as Exhibit 1; Exhibit B of the Agreement is replaced in its entirety with the scope of work attached to this Amendment as Exhibit 2; Exhibit D1 of the Agreement is replaced in its entirety with the new summary of compensation by task attached to this Amendment as Exhibit 3; Exhibit D2 of the Agreement is replaced in its entirety with the new schedule of hourly rates attached to this Amendment as Exhibit 4.

4. **Compensation.** The compensation of this Agreement is amended to add the original compensation, which was a not-to-exceed amount of \$995,000, to an additional \$515,000 for the extended two-year term beginning June 10, 2016 through June 9, 2018. Therefore, Section 4.1 of the Agreement is amended to read the following:

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants will not exceed one million five hundred and ten thousand dollars (\$1,510,000) for full completion of all work required by the Project (including any and all extensions).
5. **Insurance Certificate.** The current certificate of insurance pertaining to general liability will expire on January 27, 2017, and a new certificate applying to the extended term must be provided prior to this date to Materials Management. Consultant will provide new insurance certificates to City in the event any of the expiration of any of the other certificates required under the Agreement.
6. **Non-discrimination.** Consultant 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. Consultant will require any Sub-Consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subconsultants, warrants compliance with this section.
7. **Ratification of Agreement.** City and Consultant agree that except as expressly provided in this Amendment, the provisions of the Agreement remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment prevail.

[Signatures 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

Dibble & Associates Consulting
Engineers, Inc. dba Dibble Engineering,
an Arizona corporation



By: Kent M. Dibble

Its: President

Exhibit 1
[Project Description]

PROJECT DESCRIPTION

Dibble Engineering, the General Engineering Consultant (GEC) will provide general engineer services needed to implement the Glendale Onboard (GO) Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition, financial planning and site designs relating to right-of-way. These services are planned to begin on July 1, 2016 and terminate June 30, 2018.

The purpose of the GO Transportation Program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the Glendale Transportation Plan. The GEC will serve as an extension of the City staff and represent the city while interacting with Glendale citizens, business owners, agencies, and stakeholders.

Exhibit 2
[Scope of Work]

SCOPE OF WORK

General Engineering Consultant Services
for
Glendale Onboard Transportation Program
FY2016-2018

Prepared for

City of Glendale
Transportation Services

April 12, 2016

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INTRODUCTION

The scope of this work is for a two year contract to provide general engineering consultant services for the City of Glendale. Dibble Engineering will be the prime consultant providing support to the Glendale Onboard Transportation Program. Dibble Engineering will be assisted by the following sub-consultants: Elliot D. Pollack, MakPro, and Tierra Right of Way. Services to be provided as described in the scope of work are divided into five task categories. These five categories include Program Support; Financial Analysis and Cost Estimating; Design Concepts and Preliminary Design and Project Evaluation; Agency Coordination; and Right of Way Services.

BASIC SERVICES

TASKS

1 Program Support

This task includes support of the ongoing Glendale Onboard (GO) program. Tasks under this category include;

1.1 Communication and Support

Bi-weekly coordination meetings with the City Project Manager, the Dibble Project Manager, and other Dibble or City staff as necessary.

1.2 Coordination with City Staff

Ongoing communication and coordination with City staff and others throughout the Glendale Onboard Transportation Program in order to receive input and direction, answer questions, report on progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination.

1.3 Coordination with Citizens and Agencies

Coordination with other citizens, outside agencies, property owners, business, design engineers, contractors, utility providers, and others.

1.4 Preparation of Presentation Material

Support services for meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and meeting summaries are included in this task.

1.5 Presentation to CTOC

Presentation as required at monthly meetings of the Citizens Transportation Oversight Commission (CTOC). (2 Meetings)

1.6 Preparation of Updates and Web Page

Assist in the development of one-page updates for all ongoing GO projects and a web page linked to the City web site giving the public access to the status of all GO project.

1.7 Record and Payments

Maintain records for assigned activities. Prepare monthly invoices and a brief bullet point report summarizing the accomplishments and the work completed. Prepare monthly project budget summaries comparing amount spent compared to available budget.

2 Financial Analysis and Cost Estimating

This task included various financial services on an as-needed basis over the period of the contract in support of the GO Program. Tasks under this category include;

2.1 Prepare Annual GO Program Financial Forecast and Present to CTOC

Preparation of revisions and updates to the program's *Financial Update – Financial Factors and Projections* located in Appendix B of the Annual Program of Projects report. Review and revise various revenue and funding projections, update forecasts to inflation rates and debt financing costs (Interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. Develop sales tax projections based on the new MAG socio-economic projections and current trends. Annual financial presentation to the CTOC committee. Elliott D. Pollack and Company will assist with these services as a sub-consultant to Dibble.

2.2 Prepare Cost Estimates

Prepare cost estimates of current and future projects, as assigned, to assist Glendale staff in planning and budgeting. Cost estimates will use similar, recently completed projects and Dibble's extensive experience to estimate the current construction cost for the assigned project.

2.3 Provide Assistance in Grant Preparation.

Assist in the preparation of applications for funding from the identified grant programs, HSIP, CMAQ, SSRTS and RSA applications.

2.4 Identify and Pursue Additional Grants.

Assist in the identification and pursuit of additional grant funds as directed by the City through the preparation of grant applications and coordination with County, State and Federal officials responsible for the funding allocations.

2.5 Develop Operations and Maintenance Cost Estimates.

Develop detailed cost estimates for the annual O & M of projects assigned. Past O & M costs will be used as the basis for future costs, adjusting these costs for inflation and any identified additional costs. This will also include providing cost estimates of O & M for new projects.

3 Design Concept, Preliminary Design and Project Evaluation

This task include developing concepts, performing studies and plan updates. Tasks under this category include;

3.1 Assist in Developing and Implementing DCR's

Assist Glendale staff in the development and implementation of project Design Concept Reports (DCR) including preparation of detailed cost estimates.

3.2 Development and Coordination of Feasibility Studies.

Coordination of past feasibility studies and development of new feasibility studies.

3.3 Develop Detailed Scopes of Work

Assist in developing detailed scopes of work for assigned projects as they go from the conceptual phase to the design phase.

3.4 Oversight and Coordination of Ongoing Projects

Assist in the oversight and coordination of ongoing projects that are proceeding through ADOT's Local Public Agency (LPA) design process.

3.5 Perform Traffic Studies

Perform and evaluate traffic studies on new projects to address operation concerns and make recommendations of potential improvements that resolve and minimize the identified concerns.

4 Agency Coordination

This task include coordination with other agencies. Tasks under this category include assisting Glendale in coordinating with public agencies on various new and ongoing tasks and projects including preparation of meeting agendas and meeting minutes, follow up on tasks assigned at regular team meetings, review of plans and documents providing comments and

recommendations, estimating costs for upcoming projects, preparation of technical documents and reports to evaluate new purposed projects.

4.1 Maricopa County Department of Transportation (MCDOT) Coordination

- This task will include the following ongoing coordination:
 - i. Northern Parkway
 - 1. Assist in scoping future phases
 - 2. Review of progress plans
 - 3. Assist in right-of-way acquisition
 - 4. Analysis of operation and maintenance responsibilities and costs.
 - ii. Participate in quarterly coordinating meetings and follow-up

4.2 Arizona Department of Transportation (ADOT)

- This task will include the following ongoing coordination:
 - i. Grand Ave
 - 1. Assist in Right-of-Way disposal
 - 2. Assist in COMPASS follow up and future projects
 - ii. Review Olive Ave and Loop 303 railroad crossing studies
 - iii. Finalize Master Maintenance Agreement
 - iv. Participate in quarterly coordination meetings and follow-up.

5 Right-of-Way Services

The task is the support of Glendale staff in the acquisition of right-of-way and easements in accordance with the terms of the Federal Uniform Relocating Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tierra Right-of-way will assist with these tasks as a sub-consultant to Dibble.

5.1 Right-of-Way Services

Tasks under this category include, Assess site plan options for whole and partial takes, obtain title reports, prepare legal descriptions, prepare appraisals, develop review appraisals, develop purchase and sales agreements, negotiate with property owners on behalf of the City and finalize purchase agreements and documents.

SUPPLEMENTAL SERVICES

6 Design Concept Reports

Supplemental services listed in the following section will be provided on an as needed basis when authorized in writing by the City’s Project Manager. Supplemental services include design concept reports (DCR) on projects chosen by the City of Glendale

6.1 Intersection Projects

Design Concept Reports will be prepared for up to 2 intersection improvements projects at locations in the City of Glendale as identified by the Transportation staff.

6.2 Safety Projects

Design Concept Reports will be prepared for up to 2 safety projects at locations in the City of Glendale as identified by the Transportation staff.

6.3 Bike/Pedestrian Projects

Design Concept Reports will be prepared for up to 2 bike/pedestrian projects at locations in the City of Glendale as identified by the Transportation staff.

6.4 Transit Projects

Design Concept Reports will be prepared for up to 2 transit projects at locations in the City of Glendale as identified by the Transportation staff.

Exhibit 3

[Summary of Compensation by Task]

**General Engineering Services for Glendale Onboard Program
Fee Summary for Dibble Engineering
July 1, 2016 – June 30, 2018**

Base Fee

Task	Estimate Fee
<u>Task 1: Program Support</u>	
1.1 Communication and Support	\$30,000
1.2 Coordination with City staff	\$10,000
1.3 Coordination with citizens and agencies	\$10,000
1.4 Preparation of presentation material	\$5,000
1.5 Presentations to CTOC	\$5,000
1.6 Prepare project updates and web page	\$5,000
1.7 Records and Payments	\$10,000
Subtotal task	\$75,000
<u>Task 2: Financial Analysis and Cost Estimating</u>	
2.1 Prepare annual GO Program financial forecast and present to CTOC	\$50,000
2.2 Prepare cost estimates on projects assigned	\$20,000
2.3 Provide assistance in preparing HSIP, CMAQ ,SRTS and RSA grant applications	\$20,000
2.2 Identify and pursue additional grants	\$10,000
2.5 Develop Operations and Maintenance cost estimates	\$10,000
Subtotal task	\$110,000
<u>Task 3: Design Concepts, Preliminary Design and Project Evaluation</u>	
3.1 Assist in developing and implementing DCRs	\$20,000
3.2 Development and Coordination of feasibility studies	\$20,000
3.3 Develop detailed scopes of work	\$10,000
3.4 Oversight and coordinating of ongoing projects	\$20,000
3.5 Perform traffic studies and analysis	\$30,000
Subtotal task	\$100,000
<u>Task 4: Agency Coordination</u>	
4.1 MCDOT	\$60,000
4.1.1 Northern Parkway	
4.1.1.1 Assist in scoping future phases	
4.1.1.2 Review progress plans	
4.1.1.3 Assist in ROW acquisition	
4.1.1.4 Analysis of O&M Responsibility	
4.1.2 Quarterly Coordination meeting follow-up	
4.2 ADOT	\$40,000
4.2.1 Grand Ave	
4.2.1.1 Assist in ROW disposal	
4.2.1.2 Assist in COMPASS follow up and future projects	
4.2.2 Review Olive Ave and Loop 303 railroad crossing studies	
4.2.3 Finalize Master Maintenance Agreement	
4.2.4 <u>Quarterly Coordination meeting follow-up</u>	.
Subtotal task	\$100,000
<u>Task 5 Right-of-Way Services</u>	
5.1 Right-of-way Services	\$40,000
Subtotal Task	\$40,000

Subtotal – Base Fee

\$425,000

**General Engineering Services for Glendale Onboard Program
Fee Summary for Dibble Engineering
July 1, 2016 – June 30, 2018**

Supplemental Fee

Task	Estimate Fee
<u>Task 6: Design Concept Reports</u>	
6.1 Intersection Projects	\$25,000
6.2 Safety Projects	\$25,000
6.3 Bike/Pedestrian Projects	\$25,000
6.4 Transit Projects	\$15,000
Subtotal task	\$100,000
Subtotal – Supplemental Fee	\$90,000
Total Estimate Fee	\$515,000

Exhibit 4
[Schedule of Hourly Rates]

See Attached.



Exhibit D2

GLENDALE ONBOARD – GENERAL ENGINEERING SERVICES

City of Glendale, Arizona Contract No. C-8974-1

CONTRACT BILLING RATES

For July 2016 thru June 2018

Principal	\$	250.00
Principal Engineer		200.00
Senior Project Manager		190.00
Project Manager		180.00
Senior Engineer		170.00
QA/QC Manager		170.00
Project Engineer (PE)		155.00
Assistant Project Engineer (EIT)		125.00
Senior Technician		130.00
Technician		105.00
Senior Designer		130.00
Designer		105.00

Land Survey Manager (RLS)		170.00
Land Surveyor (RLS)		145.00
Assistant Land Surveyor (LSIT)		105.00
Survey Technician		95.00
Survey Crew (2-Man, GPS/Robotic)		170.00

Senior Construction Project Manager		165.00
Construction Project Manager / Resident Engineer		155.00
Construction Project Engineer		145.00
Construction Inspector		125.00

Information Technology Director		125.00
Network Administrator		100.00
Marketing/Business Development Manager		125.00
Marketing Coordinator		85.00
Senior Administrative Assistant		90.00
Administrative Assistant		75.00

Expenses

Mileage - at current Federal/IRS Reimbursement Rate	\$0.56/mile
Reproduction, Etc.	At Cost
Subconsultants	At Cost

Overtime Rates

Dibble Engineering Authorized	Billing Rate x 1.0
Client Authorized	Billing Rate x 1.5



Legislation Description

File #: 16-226, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS TO THE CENTRAL TRAFFIC SIGNAL SYSTEM SOFTWARE

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 Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., in an amount not to exceed \$72,000 for intelligent transportation system (ITS) enhancements to the central traffic signal system software.

Background

The city has made a significant investment in deployment of ITS infrastructure along arterial and collector streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, or in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS infrastructure is currently comprised of over 100 miles of fiber optic cable that provides communication to 160 of the city's 198 traffic signals, 115 closed-circuit television (CCTV) cameras, and 14 DMS. Future infrastructure expansions include 51st Avenue, Olive Avenue, Northern Avenue, and Maryland Avenue.

In 2010, Council authorized the purchase and installation of software to manage the ITS at the Traffic Manager Center (TMC). In 2015, Council authorized upgrades to the software to the latest version from Microsoft, improving the graphical user interface and functionality of the traffic signal controllers, creating a more user friendly layout for faster and more efficient program selection. This software, KITS, is a proprietary product of Kimley-Horn and Associates, Inc.

Analysis

Upgrades to the capabilities of the traffic management system are essential to the city's ITS Strategic Plan. Software upgrades continually occur at a rapid pace. This also occurs to the software in the city's traffic signal controllers. Features in the traffic signal controllers that are not currently supported in the existing central traffic signal system will enhance the capabilities of the TMC.

This PSA represents the second phase of the city's upgrade to the central traffic signal system software that remotely monitors and controls the 160 connected traffic signal controllers and 14 DMS. The enhancements

include automatic commanding of DMS to display a message when a train is travelling through 59th Avenue and Glendale Avenue intersection. Other enhancements are to assist the operators with managing special events at the sports and entertainment district. Maintenance and support of the system for 2016 and 2017 are also included in this project.

Previous Related Council Action

On June 23, 2015, Council authorized entering into a Construction Agreement, Contract No. C-10081, with Kimley-Horn and Associates, Inc., for enhancements to the central traffic signal software, in an amount not to exceed \$48,000.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this project will address on-going improvements to the ITS infrastructure.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Operating Budget. Expenditures with Kimley-Horn and Associates, Inc., are not to exceed \$72,000.

Cost	Fund-Department-Account
\$72,000	1660-16570-518200, Intelligent Transportation Sys

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
 KITS ENHANCEMENTS AND 2 YEARS OF MAINTENANCE

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and KIMLEY HORN AND ASSOCIATES, INC., a 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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant 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 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. 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. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City 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 \$72,000 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
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 provisions 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.
- d. 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, 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 employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, 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 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:

Stewart Allen
7740 N 16th Street, Suite 300
Phoenix, Arizona 85020

- 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 Allan Galicia
6210 W Myrtle Avenue, Suite 112
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 2 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 2 year, renewable on an annual basis. Consultant 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 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

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Kimley Horn Associates,
a corporation



By: John C. Kissinger
Its: Senior Vice President

**KHAMT
07**

EXHIBIT A
Professional Services Agreement

PROJECT

See Statement of Work

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See Statement of Work

EXHIBIT C
Professional Services Agreement

SCHEDULE

Kimley Horn and Associates will complete the task by June 30, 2016.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Cost plus max.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$72,000.

DETAILED PROJECT COMPENSATION

\$47,000 for KITS Enhancements Task

\$25,000 for 2 years of Maintenance and Support.

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.

STATEMENT OF WORK
Enhancements to ASC/3
March 4, 2016

BACKGROUND:

Kimley-Horn recently upgraded the City of Glendale to the latest version of KITS. This contract is the second phase of the City's upgrade to their signal system which adds additional support to KITS. These features include necessary improvements to the ASC/3 controller to assist with operations, and renewed maintenance for 2016 and 2017.

The focus of this project is for Kimley-Horn to:

- **Perform Onsite Integration and Test tasks to install the new version of KITS**
- **Renewed maintenance, support, and onsite training for 2016 and 2017**
- **Support for commanding DMS Messages during RR Preemptions**
- **Support for new ASC/3 specific controller parameters**

SCOPE OF WORK DESCRIPTION:

The tasks included in upgrading the City of Glendale with new ASC/3 features:

1. KITS Enhancements

In this task KHA will add support for several features of the ASC/3 that are not currently supported in the system. This task will include an onsite installation of the enhancements. These features include:

- Support for Vehicle Permissive on the Coordination Patterns controller database page.
- Support for central commanding of ASC/3 Action Plans in the central scheduler.
- Support for 64 Detectors in the ASC/3 Detector Page, and KITS detector configuration screens and reports.
- Addition of a Stop Time status and error check on Timing Values, to assist the operators with managing Stop Time Commands.
- Support for Timing Values during event operations to reduce the size and scale the GUI down. This will assist the operators with displaying numerous Timing Values on one monitor.
- The system will be enhanced to support organizing the Overlap Display by overlap type as defined by Econolite ASC/3. In addition, the Overlap Controller Database GUI will be enhanced to support the additional parameters available for the Flash Yellow Arrow options now available in version 2.51.
- Support for commanding DMS library messages as a result of RR Preemptions at a signal. This enhancement will include a configuration table to support system administrators configuring signal assets to DMS assets and library messages. A manual message from KITS would override this automatic message.

Deliverable(s):

- In lab integration, test, and versioning
- Onsite Installation, Test, and distribution
- Demonstration of latest features to City's staff

STATEMENT OF WORK
Enhancements to ASC/3
March 4, 2016

2. 2 Years of Maintenance for 2016 and 2017

In this task, Kimley-Horn will support the City staff in resolving any issues experienced with the KITS ATMS software, including integration related issues with the City's existing NTCIP ASC/3 compliant controller version. This will include any necessary resolutions for identified issues. Kimley-Horn understands the need for fast and reliable service when addressing issues with the ATMS, particularly during events where KITS is used to manage traffic signals, and DMS messages. As such, the City can expect to receive prompt service when an issue is identified, including onsite support until the issue is resolved. Further, KHA will host up to two training sessions as requested by the City for new users at the City TMC. Training will be provided for up to one day, and include on-site support. This task is being provided at a reduced rate for this contract only.

Deliverable(s):

- Unlimited phone and email support
- Up to 40 hours of on-site support
- Necessary software patches
- Attendance for up to 2 City staff at 2016 KITS user group meeting
- Training session one
- Training session two
- Training documentation

Maintenance services provided in 2015:

- System integrity check, and system monitoring prior to the Super Bowl
- System integrity check, and system monitoring prior to the Pro Bowl
- Install KITS on new workstations installed during the TMC upgrade
- Troubleshoot and fix mapping issues on City workstations
- Troubleshoot and fix networking issues on the PC to connect to Historical Intersection Timing Data
- Kimley-Horn hosted training and social networking sessions for valley agencies running KITS
- Onsite, impromptu training for operations and field technicians to help with day to day tasks
- Update KITS ASC/3 controller interface to support multiple offset reference points
- Troubleshoot and fix DMS issues and support unique fonts

3. Optional Services

Other services may be provided in support of the system, its operations, or the communication infrastructure for the City and partner agencies as additional services. Authorization by the agency is required prior to beginning any of these tasks. Services that are not included in this contract but may be provided as additional services include, but are not limited to:

- Support for DMS on the Map
- Support for CCTV on the Map
- Support for the Time of Day Tuner
- Support for future versions of Cobalt
- Support for ITS Asset Management
- Support for a Productivity Report

STATEMENT OF WORK
Enhancements to ASC/3
March 4, 2016

<u>Tasks</u>	<u>Purpose</u>	<u>Fee</u>
KITS Enhancements	Features including, but not limited to, additional parameters to support vehicle permissive, commanding action plans, and DMS messages as a result of RR Preemption events. This task includes onsite installation of the enhancements.	\$47K
2 years of Maintenance	Renewed maintenance for 2016 and 2017	\$25K
	TOTAL	\$72K



Legislation Description

File #: 16-228, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR GENERAL MAINTENANCE AND REPAIR SERVICES

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 Diamond Ridge Development Corporation, C-9135, for general maintenance and repair services, to increase the total amount not to exceed to \$300,000 for the full term of the agreement.

Background

The Public Works Department's Facilities Management (FM) Division is responsible for building maintenance and emergency repairs to over 150 city buildings. This agreement will allow FM to continue to provide timely, cost effective building maintenance and remodeling service to its customers in city facilities.

Maricopa County, as a partner agency in the Strategic Alliance for Volume Expenditures, previously awarded Contract No. 11149-S to Diamond Ridge Development Corporation on February 2, 2012 with an expiration date of February 28, 2015. Maricopa County subsequently renewed the contract until February 28, 2018.

Analysis

The original Agreement, C-9135, was awarded administratively on July 30, 2014, in an amount not to exceed \$45,000. Council approved Amendment No. 1 to extend the term of the agreement through February 28, 2018 in an amount not to exceed \$45,000 annually or \$180,000 for the term of the contract. The amount approved with Amendment No. 1 is not adequate to fund unanticipated building maintenance, repairs, and remodelings. A budget request of \$300,000 is necessary to provide these services.

This is an as-needed, if-needed contract. No specific funds are committed under this contract. Funding for services performed under this amendment will come from a variety of sources including FM operating, building reserve, and customer funds. This is a multi-year contract and funding will be identified for specific projects in the fiscal year the project is scheduled.

Previous Related Council Action

On September 8, 2015, Council authorized Amendment No. 1 to the Agreement with Diamond Ridge Development Corporation for a three-year period to provide general maintenance and repair services in an amount not to exceed \$45,000 annually or \$180,000 over the term of the contract.

Community Benefit/Public Involvement

By ensuring facility maintenance, repair and remodeling issues are performed in a timely and cost effective manner the life of city facilities are extended and customers are able to implement important business process changes to meet the changing needs of the City of Glendale.

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 FY 2015-16 Operating and Maintenance and in the Capital Improvement Plan budgets. Expenditures with Diamond Ridge Development Corporation are not to exceed \$300,000 over the full term of the agreement; contingent upon Council approval.

Cost	Fund-Department-Account
\$300,000	Varies

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 2
AGREEMENT FOR GENERAL MAINTENANCE AND REPAIR SERVICES
(Maricopa County Contract No. 11149-S, Contract No. C-9135)

This Amendment No. 2 (“Amendment”) to the Agreement for General Maintenance and Repair Services (“Agreement”) is made this _____ day of _____, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Diamond Ridge Development Corporation, an Arizona corporation (“Contractor”).

RECITALS

- A. City and Diamond Ridge Development Corporation (“Contractor”) previously entered into an Agreement for General Maintenance and Repair Services, Contract No. C-9135, dated July 30, 2014 (“Agreement”) pursuant to Maricopa County Contract No. 11149-S; and
- B. The original Maricopa County Contract, Contract No. 11149-S, as amended, expires on February 28, 2018; and
- C. City and Contractor previously entered into Contract Amendment No. 1, extending the term of the agreement for a three-year period to reflect the same expiration date of the extended Maricopa County Contract effective March 1, 2015 through February 28, 2018; 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 is unchanged and will expire on February 28, 2018. 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 is unchanged.
- 4. **Compensation.** Section 4.1 of the Agreement is hereby modified and amended as follows:
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$300,000 for the entire term of the contract (including any extensions).

5. **Insurance Certificate.** Current certificate will expire on December 5, 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

Diamond Ridge Development
Corporation, an Arizona corporation



By: Jeffrey Green
Its: Vice-President



Legislation Description

File #: 16-229, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANE U.S. INC., FOR HVAC SERVICE AND REPAIRS

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 Linking Agreement with Trane U.S. Inc., for HVAC Service and Repairs in an amount not to exceed \$150,000 for the full term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective until October 31, 2017.

Background

The Agreement with Trane U.S. Inc. will be used for repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on city facilities on an as-needed basis.

Trane U.S., Inc. was awarded a bid by the Maricopa County Office of Procurement Services to provide goods and services described in the HVAC Service and Repair Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a cooperative association of local municipalities, in which Glendale and Maricopa County are members. Contract No. 15049-S was awarded on October 21, 2015 with an initial term effective until October 31, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through October 31, 2021.

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

This Agreement is required to provide services on an as-needed basis. Funding for services performed under this Agreement will come from a variety of sources including the Building Maintenance Reserve Fund and customer funds. This is a multi-year Agreement and funding will be identified for specific projects in the fiscal year the project is scheduled.

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

Maintenance and repair of the city's HVAC system for city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

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 Building Maintenance Reserve Fund, Operating and Maintenance, and in the Capital Improvement Plan Budgets. Expenditures with Trane, U.S. Inc. are not to exceed \$150,000 for the entire term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

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
TRANE U.S. 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 Trane U.S. Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 21, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Service and Repairs, Contract No. 15049 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, purchases can be made by governmental entities from the date of award, which was October 21, 2015, until the date the contract expires on October 31, 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 October 31, 2021. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2017. The City Manager or designee may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew 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 B.
- 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 provided in the Cooperative Purchasing Agreement. The Labor Rates and Additional Pricing Sheet are attached hereto as part of Exhibit B.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).

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. A new certificate of insurance must be provided to demonstrate compliance with the insurance coverage required by the Cooperative Purchase Agreement and this Linking Agreement for each renewal period.

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

Trane U.S. Inc.
c/o Jamie C. Batsell
850 W. Southern Ave.
Tempe, AZ 85282
602-502-2439

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

Trane U.S. Inc.,
a Delaware corporation

By: _____
Kevin R. Phelps
City Manager

By: _____
Name: Marshall Kauffman
Title: Sales Manager

Jennifer Felsburg
Jennifer Felsburg
District 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
TRANE U.S. INC.**

EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 15049 S - HVAC SERVICE AND REPAIR

SERIAL 15049 S HVAC SERVICE AND REPAIR

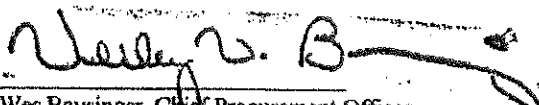
DATE OF LAST REVISION: January 22, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for HVAC SERVICE AND REPAIR

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 **October 21, 2015 (Eff. November 1, 2015)**.

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 08136-S from your contract notebooks)

TRANE U.S. INC., 850 W. SOUTHERN AVE., TEMPE, AZ 85282

COMPANY NAME: Trane U.S. Inc.
 DOING BUSINESS AS (DBA) NAME: Trane
 MAILING ADDRESS: 850 W. Southern Ave., Tempe, AZ 85282
 REMIT TO ADDRESS: Trane
P.O. Box 98167, Chicago, IL 60693
 TELEPHONE NUMBER: (602) 258-9600
 FACSIMILE NUMBER: (602) 253-3801
 WEB SITE: www.trane.com
 REPRESENTATIVE NAME: Jamie C. Batsell
 REPRESENTATIVE TELEPHONE NUMBER: (602) 502-2439
 REPRESENTATIVE E-MAIL: jbatsell@trane.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
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) 0% OF TOTAL BID AMOUNT

1% 10 DAYS NET 30 DAYS

3RD CALL

Labor Rates: Commercial / Industrial				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$75.00	\$75.00
After Business Hours	1	hour	\$112.50	\$112.50
Weekends	1	hour	\$112.50	\$112.50
Holidays	1	hour	\$150.00	\$150.00

5TH CALL

Labor Rates: Residential				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$75.00	\$75.00
After Business Hours	1	hour	\$112.50	\$112.50
Weekends	1	hour	\$112.50	\$112.50
Holidays	1	hour	\$150.00	\$150.00

Additional Pricing:				
Parts Materials and Components - Cost Plus Percentage	1	each	29%	29%
Any Services Outside the Scope of Work	1	hour	\$99.00	\$99.00
Training	1	hour	\$99.00	\$99.00

TRANE U.S. INC., 850 W. SOUTHERN AVE., TEMPE, AZ 85282

PRICING SHEET: NIGP CODE 03113 91017 91036 94155 99247
Terms: 1% 10 DAYS NET 30 DAYS
Vendor Number: 2011001488 0
Certificates of Insurance Required
Contract Period: To cover the period ending **October 31, 2017.**

HVAC SERVICE AND REPAIR**1.0 INTENT:**

- 1.1 The intent of this Solicitation is to provide a source for Repair, Maintenance, Installation, and Retrofit for Heating, Ventilation, and Air Conditioning (HVAC) and Evaporative Cooling Equipment, for the Facilities Management Department (FMD) throughout Maricopa County. Major retrofits and projects will be requested through the use of quotes from all Contractors awarded to this contract, at the time of the project.
- 1.2 Each bidder shall be ranked as First Call, Second Call, and Third Call, so on and so forth. The Contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service work. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).
- 1.4 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.

2.0 SPECIFICATIONS:

- 2.1 The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:
 - 2.2 Group 1: Residential, 1.5 ton through 20 ton units:
 - 2.2.1 Package air conditioning units
 - 2.2.2 Air conditioning compressors:
 - 2.2.2.1 Hermetic
 - 2.2.2.2 SEMI Hermetic
 - 2.2.2.3 Open Drive Reciprocating
 - 2.2.3 HVAC/split systems/remote condensing units
 - 2.2.4 Evaporative Cooler
 - 2.3 Group 2: Commercial/Industrial, 1.5 ton through 250 ton:
 - 2.3.1 Package Air Conditioning Units
 - 2.3.2 Air Washers
 - 2.3.3 Fan Coils & Air Handlers
 - 2.3.4 Gas Fired Heating Systems
 - 2.3.5 Chilled Water Systems
 - 2.3.6 Condenser/chilled water pumps:
 - 2.3.6.1 Centrifugal

- 2.3.6.2 Submersible
- 2.3.6.3 Vertical
- 2.3.6.4 Turbine
- 2.3.7 Cooling towers:
 - 2.3.7.1 Drift Eliminators
 - 2.3.7.2 Spray Nozzles
 - 2.3.7.3 Float Mechanisms
 - 2.3.7.4 Drive Motors, Shafts, and Bearings
 - 2.3.7.5 Fan and Fan Assemblies
- 2.3.8 Variable Air Volume (VAV) units
- 2.3.9 Associated support components:
 - 2.3.9.1 Distribution Piping/Plumbing Including Component Parts
- 2.3.10 Electrical Components and Devices:
 - 2.3.10.1 Contactors
 - 2.3.10.2 Stand Alone Thermostats
 - 2.3.10.3 Magnetic Starters
 - 2.3.10.4 Transmitters
- 2.3.11 Duct:
 - 2.3.11.1 Fabrication, Design And Installation
 - 2.3.11.2 Repair
 - 2.3.11.3 Distribution diffusers
- 2.3.12 Pneumatic Controls:
 - 2.3.12.1 Repair, Replace, Calibrations
 - 2.3.12.2 Repairs to the Pneumatic System
- 2.3.13 Air/Dirt Separator Units
- 2.3.14 Solar Thermal Systems
 - 2.3.14.1 Solar Panel Array
 - 2.3.14.2 Pumps
 - 2.3.14.3 Piping/plumbing including component parts
 - 2.3.14.4 Valves and Valve assemblies

2.3.14.5 Glycol makeup

2.3.14.6 Sensors and relays

- 2.4 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.
- 2.5 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:
 - 2.5.1 Backhoes
 - 2.5.2 Jackhammers
 - 2.5.3 Concrete cutters
 - 2.5.4 Excavators
 - 2.5.5 Chain hoists
 - 2.5.6 Cranes
 - 2.5.7 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).
- 2.6 HOURS OF SERVICE:
 - 2.6.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
 - 2.6.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
 - 2.6.3 WEEKENDS are anytime Saturday or, Sunday.
 - 2.6.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
 - 2.6.5 Services shall be available 24/7, 365 days per year.
 - 2.6.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.
- 2.7 RESPONSE TIMES:
 - 2.7.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
 - 2.7.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.
- 2.8 TRIP CHARGE:
 - 2.8.1 Trip charges are permitted when time and material work is requested at the following sites only:
 - 2.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguario)

- 2.8.1.2 County offices located in Gila Bend, AZ
- 2.8.1.3 County offices located in Buckeye, AZ
- 2.8.1.4 County offices located in Aguila, AZ
- 2.8.1.5 Only one trip charge may be charged per service call.
- 2.8.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.9 CONTRACTOR REQUIREMENTS:

- 2.9.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 2.9.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 2.9.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 2.9.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 2.9.4.1 Shirt/blouse
 - 2.9.4.2 Vest
 - 2.9.4.3 Cap
- 2.9.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.9.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 2.9.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.10 BUILDING SECURITY (KEYS):

- 2.10.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 2.10.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

- 2.10.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 2.10.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 2.10.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.11 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.12 INVOICES AND PAYMENTS:

For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be included in the contracted labor rates.

Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these types of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

Invoices are required to contain the following information:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building Name and Building Number
- County contract number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Labor breakdown: rate per hour x no. of hours by personnel type
- Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)
- Arrival and completion time
- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- Payment Terms

2.13 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD. Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

- 2.14 PROJECT WORK AND TIME AND MATERIALS:
- 2.14.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established on the pricing page of the Contractor.
- 2.14.2 The threshold from time and materials to project work shall be (~~\$5,000~~ **\$10,000**). Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.14.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.14.4 The County’s project quote sheet will contain the following information:
- 2.14.4.1 The contract serial number;
- 2.14.4.2 Name and address of site;
- 2.14.4.3 FMD site ID number;
- 2.14.4.4 Detailed scope of work,
- 2.14.4.5 Other information relative to the SOW,
- 2.14.4.6 Line item, project cost,
- 2.14.4.7 Check box for “will quote” or “will not quote” the project,
- 2.14.4.8 Deadlines for quote delivery,
- 2.14.4.9 Signature line for both the County and the Contractor
- 2.14.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss possible default of contract.
- 2.14.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for HVAC services receive such documentation.
- 2.14.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the pricing page of the Contractor.

2.14.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charges for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.14.9 TIME AND MATERIALS, LABOR HOUR QUOTES:

2.14.9.1 The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

2.15 DETENTION FACILITIES:

2.15.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

2.15.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

2.16 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

2.17 WARRANTY:

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.18 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

2.19 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.20 TECHNICAL TRAINING TO COUNTY STAFF:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

2.21 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.22 CONTRACTOR QUALIFICATIONS:

2.22.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.22.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years' experience in the field of air conditioning and heating, and have Factory Certified Training. Proof of these requirements must accompany bid package.

2.22.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, by having an ~~L-39~~ **C-39** license for Air Conditioning and **Refrigeration and Solar**. Copies of license must accompany bid package.

2.22.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.22.5 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.23 CONTRACTOR REQUIREMENTS:

2.23.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.23.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.23.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.23.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~3.4 INVOICES AND PAYMENTS:~~

3.4.1 ~~Invoices are required to contain the following information:~~

- 3.4.1.1 ~~Company name, address and contact~~
- 3.4.1.2 ~~County bill to name and contact information~~
- 3.4.1.3 ~~Building Name and Building Number~~
- 3.4.1.4 ~~County purchase order number~~
- 3.4.1.5 ~~Maximo (FMD) service call number~~
- 3.4.1.6 ~~Invoice number and date~~
- 3.4.1.7 ~~Date of service or delivery~~
- 3.4.1.8 ~~Description of Purchase (services performed)~~
- 3.4.1.9 ~~Pricing per unit of purchase~~
- 3.4.1.10 ~~Extended price~~
- 3.4.1.11 ~~Arrival and completion time~~
- 3.4.1.12 ~~Total Amount Due~~

3.4.2 Billable Parts Pricing:

3.4.2.1 All parts sold to the County MUST be itemized and priced in one of two formats:

3.4.2.1.1 Priced separately as:

3.4.2.1.1.1 Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or

3.4.2.1.1.2 Parts priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

3.4.3 Invoicing for project work must contain:

- 3.4.3.1 Contract serial number;
- 3.4.3.2 Purchase order number (If used);
- 3.4.3.3 Terms as bid;
- 3.4.3.4 Description of work performed;
- 3.4.3.5 Location of job site and FMD site number);
- 3.4.3.6 Project cost as quoted;
- 3.4.3.7 Applicable construction tax if required (65% of retail tax rate);
- 3.4.3.8 Grand total;
- 3.4.3.9 Attached to the invoice must be the project quote sheet and all change orders.

3.4.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 3.4.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.6 Payment may 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 3.4.7 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.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX (SERVICES):

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.

3.7 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.

3.8 POST AWARD MEETING:

The Contractor may 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.

3.9 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 state so** 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.

3.10 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.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS:

3.11.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) 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 Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 FUEL COST PRICE ADJUSTMENT:

4.4.1 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.

- 4.4.2 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.
- 4.4.3 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 (10th) 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.
- 4.4.4 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, Vendor Information). 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).
- 4.4.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
- 4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 4.4.7.2 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.
- 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.
- 4.5 INDEMNIFICATION:
- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings)

arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 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.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.
- 4.5.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.6 INSURANCE:

- 4.6.1 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 B++. 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.
- 4.6.2 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.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.6.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.

4.6.8 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9 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 or use or maintenance of the Premises under this Contract.

4.6.10 WORKERS' COMPENSATION:

4.6.10.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.10.2 Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.6.11 CERTIFICATES OF INSURANCE:

4.6.11.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete 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.

4.6.11.2 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.

4.6.11.3 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.

4.6.12 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.

4.7 ORDERING AUTHORITY:

- 4.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 REQUIREMENTS CONTRACT:

- 4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.
- 4.8.2 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 for actual and documentable costs incurred by the Contractor in response to 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.
- 4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.10.1 Cancel the stop-work order; or

4.10.2 Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience of the County clause of this contract.

4.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.12.2 Make progress, so as to endanger performance of this contract; or

4.12.3 Perform any of the other provisions of this contract.

4.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.13 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.

4.14 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.

4.15 SUBCONTRACTING:

4.15.1 The Contractor may not assign to another Contractor 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.

4.15.2 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.

4.15.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.15.4 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.17 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.

4.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.18.1 In accordance with section MCI 371 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.

4.18.2 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.

4.18.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.24.1 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.

4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24 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.

4.25 CONTRACTOR LICENSE REQUIREMENT:

4.25.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.25.2 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.

4.26 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.26.1 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,

- 4.26.2 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.

4.27 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 in its offer 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 and the Arizona Public Records Law.

~~5.0 FACILITIES MANAGEMENT OPERATION REQUIREMENT~~

~~5.1 HOURS OF SERVICE:~~

- 5.1.1 ~~REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- 5.1.2 ~~AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- 5.1.3 ~~WEEKENDS are anytime Saturday or, Sunday.~~
- 5.1.4 ~~HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- 5.1.5 ~~Services shall be available 24/7, 365 days per year.~~
- 5.1.6 ~~Contractor shall provide 24/7, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~5.2 RESPONSE TIMES:~~

- 5.2.1 ~~During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on site within four (4) hours of receipt of a service request.~~
- 5.2.2 ~~If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~5.3 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- 5.3.1 ~~MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- 5.3.2 ~~County offices located in Gila Bend, AZ~~
- 5.3.3 ~~County offices located in Buckeye, AZ~~
- 5.3.4 ~~County offices located in Aguila, AZ~~
- 5.3.5 ~~Only one trip charge may be charged per service call.~~

- 5.3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~5.4 CONTRACTOR REQUIREMENTS:~~

- 5.4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- 5.4.2 ~~The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- 5.4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- 5.4.4 ~~All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
 - 5.4.4.1 ~~Shirt/blouse~~
 - 5.4.4.2 ~~Vest~~
 - 5.4.4.3 ~~Cap~~
- 5.4.5 ~~No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- 5.4.6 ~~The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- 5.4.7 ~~Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.5 BUILDING SECURITY (KEYS):~~

- 5.5.1 ~~The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- 5.5.2 ~~The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- 5.5.3 ~~In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- 5.5.4 ~~The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- 5.5.5 ~~Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~5.6 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~5.7 INVOICES AND PAYMENTS:~~

- ~~5.7.1 For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be accounted for in the contracted labor rates.~~

~~Invoices are required to contain the following information:~~

- ~~5.7.2 Company name, address and contact information~~
- ~~5.7.3 County bill to name and contact/requestor information~~
- ~~5.7.4 Building Name and Building Number~~
- ~~5.7.5 County purchase order number~~
- ~~5.7.6 County contract number~~
- ~~5.7.7 Maximo (FMD) service call number~~
- ~~5.7.8 Invoice number and date~~
- ~~5.7.9 Date of service or delivery~~
- ~~5.7.10 Description of Purchase (services performed)~~
- ~~5.7.11 Labor breakdown (rate per hour x personnel type)~~
- ~~5.7.12 Material breakdown. Itemized parts list to contain (unit price x quantity, indicating mark-ups as contracted)~~
- ~~5.7.13 Arrival and completion time~~
- ~~5.7.14 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~
- ~~5.7.15 Payment Terms~~

~~5.8 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRANE U.S. INC.**

EXHIBIT B
Scope of Work

PROJECT

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRANE U.S. INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in the Cooperative Purchasing Agreement, as modified by Section 3 of this 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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.



Legislation Description

File #: 16-230, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH UNITED TECHNOLOGIES FOR HVAC SERVICE AND REPAIRS

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 Linking Agreement with United Technologies for HVAC Service and Repairs in an amount not to exceed \$150,000 for the full term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective until October 31, 2017.

Background

The Agreement with United Technologies will be used for repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on city facilities on an as-needed basis.

United Technologies was awarded a bid by the Maricopa County Office of Procurement Services to provide goods and services described in the HVAC Service and Repair Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a cooperative association of local municipalities, in which Glendale and Maricopa County are members. Contract No. 15049-S was awarded on October 21, 2015 with an initial term effective until October 31, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through October 31, 2021.

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

This Agreement is required to provide services on an as-needed basis. Funding for services performed under this Agreement will come from a variety of sources including the Building Maintenance Reserve Fund and customer funds. This is a multi-year Agreement and funding will be identified for specific projects in the fiscal year the project is scheduled.

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

Maintenance and repair of the city's HVAC system for city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

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 Building Maintenance Reserve Fund, Operating and Maintenance, and in the Capital Improvement Plan Budgets. Expenditures with United Technologies are not to exceed \$150,000 for the entire term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

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
UNITED TECHNOLOGIES**

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 United Technologies, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 21, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Service and Repairs, Contract No. 15049 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 purchases can be made by governmental entities from the date of award, which was October 21, 2015, until the date the contract expires on October 31, 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 October 31, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October

31, 2017. The City Manager or designee, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. 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 B.
- 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).

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

United Technologies
c/o Jose Granado
18704 E. Chandler Heights Road
Queen Creek, AZ 85142
480-888-0264

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

United Technologies.,
an Arizona Corporation

By:

Kevin R. Phelps
City Manager

By:



Name: José Granado
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
UNITED TECHNOLOGIES**

EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 15049 S - HVAC SERVICE AND REPAIR

SERIAL 15049 S HVAC SERVICE AND REPAIR

DATE OF LAST REVISION: January 22, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

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 **October 21, 2015 (Eff. November 1, 2015)**.

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.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 08136-S from your contract notebooks)

UNITED TECHNOLOGIES, 18704 E. CHANDLER HEIGHTS ROAD, QUEEN CREEK, AZ 85142

COMPANY NAME: United Technologies
 DOING BUSINESS AS (DBA) NAME: United Technologies
 MAILING ADDRESS: 18704 E. Chandler Heights Road, Queen Creek, AZ 85142
 REMIT TO ADDRESS: 18704 E. Chandler Heights Road, Queen Creek, AZ 85142
 TELEPHONE NUMBER: 480-888-0264
 FACSIMILE NUMBER: 480-987-2680
 WEB SITE: www.unitedmechanical.com
 REPRESENTATIVE NAME: Jose Granado
 REPRESENTATIVE TELEPHONE NUMBER: 480-888-0264 ext 102
 REPRESENTATIVE E-MAIL: jose@uni-tech.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) N/A% OF TOTAL BID AMOUNT

NET 30 DAYS

2ND CALL

Labor Rates: Commercial / Industrial				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$69.00	\$69.00
After Business Hours	1	hour	\$99.00	\$99.00
Weekends	1	hour	\$99.00	\$99.00
Holidays	1	hour	\$99.00	\$99.00

3RD CALL

Labor Rates: Residential				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$69.00	\$69.00
After Business Hours	1	hour	\$99.00	\$99.00
Weekends	1	hour	\$99.00	\$99.00
Holidays	1	hour	\$99.00	\$99.00

Additional Pricing:				
Item	Qty	Unit	Price	Total
Parts Materials and Components - Cost Plus Percentage	1	each	20%	20%
Any Services Outside the Scope of Work	1	hour	\$99.00	\$99.00
Training	1	hour	\$99.00	\$99.00

UNITED TECHNOLOGIES, 18704 E. CHANDLER HEIGHTS ROAD, QUEEN CREEK, AZ
85142

PRICING SHEET: NIGP CODE	03113 91017 91036 94155 99247
Terms:	NET 30 DAYS
Vendor Number:	2011006472 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2017.

HVAC SERVICE AND REPAIR**1.0 INTENT:**

- 1.1 The intent of this Solicitation is to provide a source for Repair, Maintenance, Installation, and Retrofit for Heating, Ventilation, and Air Conditioning (HVAC) and Evaporative Cooling Equipment, for the Facilities Management Department (FMD) throughout Maricopa County. Major retrofits and projects will be requested through the use of quotes from all Contractors awarded to this contract, at the time of the project.
- 1.2 Each bidder shall be ranked as First Call, Second Call, and Third Call, so on and so forth. The Contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service work. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).
- 1.4 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.

2.0 SPECIFICATIONS:

- 2.1 The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:
- 2.2 Group 1: Residential, 1.5 ton through 20 ton units:
 - 2.2.1 Package air conditioning units
 - 2.2.2 Air conditioning compressors:
 - 2.2.2.1 Hermetic
 - 2.2.2.2 SEMI Hermetic
 - 2.2.2.3 Open Drive Reciprocating
 - 2.2.3 HVAC/split systems/remote condensing units
 - 2.2.4 Evaporative Cooler
- 2.3 Group 2: Commercial/Industrial, 1.5 ton through 250 ton:
 - 2.3.1 Package Air Conditioning Units
 - 2.3.2 Air Washers
 - 2.3.3 Fan Coils & Air Handlers
 - 2.3.4 Gas Fired Heating Systems
 - 2.3.5 Chilled Water Systems
 - 2.3.6 Condenser/chilled water pumps:
 - 2.3.6.1 Centrifugal

- 2.3.6.2 Submersible
- 2.3.6.3 Vertical
- 2.3.6.4 Turbine
- 2.3.7 Cooling towers:
 - 2.3.7.1 Drift Eliminators
 - 2.3.7.2 Spray Nozzles
 - 2.3.7.3 Float Mechanisms
 - 2.3.7.4 Drive Motors, Shafts, and Bearings
 - 2.3.7.5 Fan and Fan Assemblies
- 2.3.8 Variable Air Volume (VAV) units
- 2.3.9 Associated support components:
 - 2.3.9.1 Distribution Piping/Plumbing Including Component Parts
- 2.3.10 Electrical Components and Devices:
 - 2.3.10.1 Contactors
 - 2.3.10.2 Stand Alone Thermostats
 - 2.3.10.3 Magnetic Starters
 - 2.3.10.4 Transmitters
- 2.3.11 Duct:
 - 2.3.11.1 Fabrication, Design And Installation
 - 2.3.11.2 Repair
 - 2.3.11.3 Distribution diffusers
- 2.3.12 Pneumatic Controls:
 - 2.3.12.1 Repair, Replace, Calibrations
 - 2.3.12.2 Repairs to the Pneumatic System
- 2.3.13 Air/Dirt Separator Units
- 2.3.14 Solar Thermal Systems
 - 2.3.14.1 Solar Panel Array
 - 2.3.14.2 Pumps
 - 2.3.14.3 Piping/plumbing including component parts
 - 2.3.14.4 Valves and Valve assemblies

- 2.3.14.5 Glycol makeup
- 2.3.14.6 Sensors and relays
- 2.4 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.
- 2.5 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:
 - 2.5.1 Backhoes
 - 2.5.2 Jackhammers
 - 2.5.3 Concrete cutters
 - 2.5.4 Excavators
 - 2.5.5 Chain hoists
 - 2.5.6 Cranes
 - 2.5.7 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).
- 2.6 HOURS OF SERVICE:
 - 2.6.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
 - 2.6.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
 - 2.6.3 WEEKENDS are anytime Saturday or, Sunday.
 - 2.6.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
 - 2.6.5 Services shall be available 24/7, 365 days per year.
 - 2.6.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.
- 2.7 RESPONSE TIMES:
 - 2.7.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
 - 2.7.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.
- 2.8 TRIP CHARGE:
 - 2.8.1 Trip charges are permitted when time and material work is requested at the following sites only:
 - 2.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

- 2.8.1.2 County offices located in Gila Bend, AZ
- 2.8.1.3 County offices located in Buckeye, AZ
- 2.8.1.4 County offices located in Aguila, AZ
- 2.8.1.5 Only one trip charge may be charged per service call.
- 2.8.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.9 CONTRACTOR REQUIREMENTS:

- 2.9.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 2.9.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 2.9.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 2.9.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 2.9.4.1 Shirt/blouse
 - 2.9.4.2 Vest
 - 2.9.4.3 Cap
- 2.9.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.9.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 2.9.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.10 BUILDING SECURITY (KEYS):

- 2.10.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 2.10.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

- 2.10.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 2.10.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 2.10.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.11 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.12 INVOICES AND PAYMENTS:

For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be included in the contracted labor rates.

Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these types of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

Invoices are required to contain the following information:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building Name and Building Number
- County contract number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Labor breakdown: rate per hour x no. of hours by personnel type
- Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)
- Arrival and completion time
- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- Payment Terms

2.13 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD. Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

- 2.14 PROJECT WORK AND TIME AND MATERIALS:
- 2.14.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established on the pricing page of the Contractor.
- 2.14.2 The threshold from time and materials to project work shall be (~~\$5,000~~ **\$10,000**). Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.14.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.14.4 The County’s project quote sheet will contain the following information:
- 2.14.4.1 The contract serial number;
- 2.14.4.2 Name and address of site;
- 2.14.4.3 FMD site ID number;
- 2.14.4.4 Detailed scope of work,
- 2.14.4.5 Other information relative to the SOW,
- 2.14.4.6 Line item, project cost,
- 2.14.4.7 Check box for “will quote” or “will not quote” the project,
- 2.14.4.8 Deadlines for quote delivery,
- 2.14.4.9 Signature line for both the County and the Contractor
- 2.14.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss possible default of contract.
- 2.14.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for HVAC services receive such documentation.
- 2.14.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the pricing page of the Contractor.

2.14.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charges for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.14.9 TIME AND MATERIALS, LABOR HOUR QUOTES:

2.14.9.1 The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

2.15 DETENTION FACILITIES:

2.15.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

2.15.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

2.16 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

2.17 WARRANTY:

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.18 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

2.19 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.20 TECHNICAL TRAINING TO COUNTY STAFF:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

2.21 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.22 CONTRACTOR QUALIFICATIONS:

2.22.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.22.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years' experience in the field of air conditioning and heating, and have Factory Certified Training. Proof of these requirements must accompany bid package.

2.22.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, by having an ~~L-39~~ **C-39** license for Air Conditioning ~~and Refrigeration and Solar~~. Copies of license must accompany bid package.

2.22.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.22.5 Contractor **MUST** meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.23 CONTRACTOR REQUIREMENTS:

2.23.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.23.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.23.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.23.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~3.4 INVOICES AND PAYMENTS:~~

3.4.1 ~~Invoices are required to contain the following information:~~

- 3.4.1.1 ~~Company name, address and contact~~
- 3.4.1.2 ~~County bill to name and contact information~~
- 3.4.1.3 ~~Building Name and Building Number~~
- 3.4.1.4 ~~County purchase order number~~
- 3.4.1.5 ~~Maximo (FMD) service call number~~
- 3.4.1.6 ~~Invoice number and date~~
- 3.4.1.7 ~~Date of service or delivery~~
- 3.4.1.8 ~~Description of Purchase (services performed)~~
- 3.4.1.9 ~~Pricing per unit of purchase~~
- 3.4.1.10 ~~Extended price~~
- 3.4.1.11 ~~Arrival and completion time~~
- 3.4.1.12 ~~Total Amount Due~~

3.4.2 Billable Parts Pricing:

3.4.2.1 All parts sold to the County MUST be itemized and priced in one of two formats:

3.4.2.1.1 Priced separately as:

- 3.4.2.1.1.1 Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or
- 3.4.2.1.1.2 Parts priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

3.4.3 Invoicing for project work must contain:

- 3.4.3.1 Contract serial number;
- 3.4.3.2 Purchase order number (If used);
- 3.4.3.3 Terms as bid;
- 3.4.3.4 Description of work performed;
- 3.4.3.5 Location of job site and FMD site number);
- 3.4.3.6 Project cost as quoted;
- 3.4.3.7 Applicable construction tax if required (65% of retail tax rate);
- 3.4.3.8 Grand total;
- 3.4.3.9 Attached to the invoice must be the project quote sheet and all change orders.

3.4.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 3.4.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.6 Payment may 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 3.4.7 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.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX (SERVICES):

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.

3.7 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.

3.8 POST AWARD MEETING:

The Contractor may 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.

3.9 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 state so** 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.

3.10 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.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS:

3.11.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:



4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:



The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) 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 Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 FUEL COST PRICE ADJUSTMENT:

4.4.1 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.

- 4.4.2 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.
- 4.4.3 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 (10th) 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.
- 4.4.4 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, Vendor Information). 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).
- 4.4.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
- 4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 4.4.7.2 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.
- 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.
- 4.5 INDEMNIFICATION:
- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings)

arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 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.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.
- 4.5.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.6 INSURANCE:

- 4.6.1 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 B++. 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.
- 4.6.2 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.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.6.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.

4.6.8 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9 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 or use or maintenance of the Premises under this Contract.

4.6.10 WORKERS' COMPENSATION:

4.6.10.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.10.2 Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.6.11 CERTIFICATES OF INSURANCE:

4.6.11.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete 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.

4.6.11.2 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.

4.6.11.3 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.

4.6.12 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.

4.7 ORDERING AUTHORITY:

- 4.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 REQUIREMENTS CONTRACT:

- 4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.
- 4.8.2 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 for actual and documentable costs incurred by the Contractor in response to 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.
- 4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.10.1 Cancel the stop-work order; or

4.10.2 Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience of the County clause of this contract.

4.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.12.2 Make progress, so as to endanger performance of this contract; or

4.12.3 Perform any of the other provisions of this contract.

4.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.13 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.

4.14 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.

4.15 SUBCONTRACTING:

4.15.1 The Contractor may not assign to another Contractor 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.

4.15.2 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.

4.15.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.15.4 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.17 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.

4.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.18.1 In accordance with section MCI 371 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.

4.18.2 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.

4.18.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.24.1 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.

4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24 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.

4.25 CONTRACTOR LICENSE REQUIREMENT:

4.25.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.25.2 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.

4.26 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.26.1 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,

- 4.26.2 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.

4.27 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 in its offer 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 and the Arizona Public Records Law.

~~5.0 FACILITIES MANAGEMENT OPERATION REQUIREMENT~~

~~5.1 HOURS OF SERVICE:~~

- ~~5.1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~5.1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~5.1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~5.1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~5.1.5 Services shall be available 24/7, 365 days per year.~~
- ~~5.1.6 Contractor shall provide 24/7, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~5.2 RESPONSE TIMES:~~

- ~~5.2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.~~
- ~~5.2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~5.3 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~5.3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~5.3.2 County offices located in Gila Bend, AZ~~
- ~~5.3.3 County offices located in Buckeye, AZ~~
- ~~5.3.4 County offices located in Aguila, AZ~~
- ~~5.3.5 Only one trip charge may be charged per service call.~~

- 5.3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~5.4~~ ~~CONTRACTOR REQUIREMENTS:~~

- 5.4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- 5.4.2 ~~The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- 5.4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- 5.4.4 ~~All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
 - 5.4.4.1 ~~Shirt/blouse~~
 - 5.4.4.2 ~~Vest~~
 - 5.4.4.3 ~~Cap~~
- 5.4.5 ~~No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- 5.4.6 ~~The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- 5.4.7 ~~Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.5~~ ~~BUILDING SECURITY (KEYS):~~

- 5.5.1 ~~The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- 5.5.2 ~~The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- 5.5.3 ~~In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- 5.5.4 ~~The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- 5.5.5 ~~Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~5.6 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~5.7 INVOICES AND PAYMENTS:~~

- ~~5.7.1 For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be accounted for in the contracted labor rates.~~

~~Invoices are required to contain the following information:~~

- ~~5.7.2 Company name, address and contact information~~
- ~~5.7.3 County bill to name and contact/requestor information~~
- ~~5.7.4 Building Name and Building Number~~
- ~~5.7.5 County purchase order number~~
- ~~5.7.6 County contract number~~
- ~~5.7.7 Maximo (FMD) service call number~~
- ~~5.7.8 Invoice number and date~~
- ~~5.7.9 Date of service or delivery~~
- ~~5.7.10 Description of Purchase (services performed)~~
- ~~5.7.11 Labor breakdown (rate per hour x personnel type)~~
- ~~5.7.12 Material breakdown. Itemized parts list to contain (unit price x quantity, indicating mark-ups as contracted)~~
- ~~5.7.13 Arrival and completion time~~
- ~~5.7.14 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~
- ~~5.7.15 Payment Terms~~

~~5.8 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
UNITED TECHNOLOGIES**

EXHIBIT B
Scope of Work

PROJECT

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
UNITED TECHNOLOGIES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment 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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.



Legislation Description

File #: 16-231, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUN MECHANICAL CONTRACTING FOR HVAC SERVICE AND REPAIRS

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 Linking Agreement with Sun Mechanical Contracting for HVAC Service and Repairs in an amount not to exceed \$150,000 for the full term of the Agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the agreement is effective until October 31, 2017.

Background

The agreement with Sun Mechanical Contracting will be used for repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on city facilities on an as-needed basis.

Sun Mechanical Contracting was awarded a bid by the Maricopa County Office of Procurement Services to provide goods and services described in the HVAC Service and Repair Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a cooperative association of local municipalities, in which Glendale and Maricopa County are members. Contract No. 15049-S was awarded on October 21, 2015 with an initial term effective until October 31, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through October 31, 2021.

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

This agreement is required to provide services on an as-needed basis. Funding for services performed under this agreement will come from a variety of sources including the Building Maintenance Reserve Fund and customer funds. This is a multi-year agreement and funding will be identified for specific projects in the fiscal

year the project is scheduled.

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

Maintenance and repair of the city’s HVAC system for city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

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 Building Maintenance Reserve Fund, Operating and Maintenance, and in the Capital Improvement Plan Budgets. Expenditures with Sun Mechanical Contracting are not to exceed \$150,000 for the entire term of the agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

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
SUN MECHANICAL CONTRACTING**

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 Sun Mechanical Contracting, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 21, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Service and Repairs, Contract No. 15049 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 purchases can be made by governmental entities from the date of award, which was October 21, 2015, until the date the contract expires on October 31, 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 October 31, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October

31, 2017. The City Manager or designee, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. 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 B.
- 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).

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

Sun Mechanical Contracting
c/o ~~David Melain~~ **JACK Metteer**
3951 E. Columbia Street
Tucson, AZ 85714
480-694-8764

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

“City”

“Contractor”

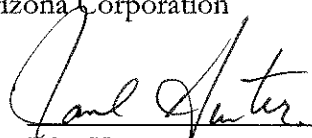
City of Glendale, an Arizona
municipal corporation

Sun Mechanical Contracting,
an Arizona Corporation

By: _____

Kevin R. Phelps
City Manager

By: _____


Name: Jake Hunter
Title: Operations 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
SUN MECHANICAL CONTRACTING**

EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 15049 S - HVAC SERVICE AND REPAIR

SERIAL 15049 S HVAC SERVICE AND REPAIR

DATE OF LAST REVISION: January 22, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

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 **October 21, 2015 (Eff. November 1, 2015)**.

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 08136-S from your contract notebooks)

SUN MECHANICAL CONTRACTING, 3951 E. COLUMBIA STREET, TUCSON AZ 85714

COMPANY NAME: Sun Mechanical Contracting
 DOING BUSINESS AS (DBA) NAME: Sun Mechanical Contracting
 MAILING ADDRESS: 3951 E. Columbia Street, Tucson, AZ 85714
 REMIT TO ADDRESS: 3951 E. Columbia Street, Tucson, AZ 85714
 TELEPHONE NUMBER: (520) 790-3100
 FACSIMILE NUMBER: (520) 790-5513
 WEB SITE: www.sunmechanical.net
 REPRESENTATIVE NAME: David McLain JACK Metteer
 REPRESENTATIVE TELEPHONE NUMBER: (480) 694-8764 (520) 343-2405
 REPRESENTATIVE E-MAIL: dmclain@sunmechanical.net
JMETTEER@Sunmechanical.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0%
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) 0% OF TOTAL BID AMOUNT

2% 10 DAYS NET 30 DAYS

4TH CALL

Labor Rates: Commercial / Industrial				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$82.00	\$82.00
After Business Hours	1	hour	\$117.00	\$117.00
Weekends	1	hour	\$117.00	\$117.00
Holidays	1	hour	\$117.00	\$117.00

2ND CALL

Labor Rates: Residential				
Item	Qty	Unit	Price	Total
Regular Business Hours	1	hour	\$70.00	\$70.00
After Business Hours	1	hour	\$90.00	\$90.00
Weekends	1	hour	\$90.00	\$90.00
Holidays	1	hour	\$90.00	\$90.00

Additional Pricing:				
Item	Qty	Unit	Price	Total
Parts Materials and Components - Cost Plus Percentage	1	each	30%	30%
Any Services Outside the Scope of Work	1	hour	\$82.00	\$82.00
Training	1	hour	\$82.00	\$82.00

SUN MECHANICAL CONTRACTING, 3951 E. COLUMBIA STREET, TUCSON AZ 85714

PRICING SHEET: NIGP CODE 03113 91017 91036 94155 99247

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: 2011006467 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2017.**

HVAC SERVICE AND REPAIR**1.0 INTENT:**

- 1.1 The intent of this Solicitation is to provide a source for Repair, Maintenance, Installation, and Retrofit for Heating, Ventilation, and Air Conditioning (HVAC) and Evaporative Cooling Equipment, for the Facilities Management Department (FMD) throughout Maricopa County. Major retrofits and projects will be requested through the use of quotes from all Contractors awarded to this contract, at the time of the project.
- 1.2 Each bidder shall be ranked as First Call, Second Call, and Third Call, so on and so forth. The Contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service work. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).
- 1.4 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.

2.0 SPECIFICATIONS:

- 2.1 The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:
- 2.2 Group 1: Residential, 1.5 ton through 20 ton units:
 - 2.2.1 Package air conditioning units
 - 2.2.2 Air conditioning compressors:
 - 2.2.2.1 Hermetic
 - 2.2.2.2 SEMI Hermetic
 - 2.2.2.3 Open Drive Reciprocating
 - 2.2.3 HVAC/split systems/remote condensing units
 - 2.2.4 Evaporative Cooler
- 2.3 Group 2: Commercial/Industrial, 1.5 ton through 250 ton:
 - 2.3.1 Package Air Conditioning Units
 - 2.3.2 Air Washers
 - 2.3.3 Fan Coils & Air Handlers
 - 2.3.4 Gas Fired Heating Systems
 - 2.3.5 Chilled Water Systems
 - 2.3.6 Condenser/chilled water pumps:
 - 2.3.6.1 Centrifugal

- 2.3.6.2 Submersible
- 2.3.6.3 Vertical
- 2.3.6.4 Turbine
- 2.3.7 Cooling towers:
 - 2.3.7.1 Drift Eliminators
 - 2.3.7.2 Spray Nozzles
 - 2.3.7.3 Float Mechanisms
 - 2.3.7.4 Drive Motors, Shafts, and Bearings
 - 2.3.7.5 Fan and Fan Assemblies
- 2.3.8 Variable Air Volume (VAV) units
- 2.3.9 Associated support components:
 - 2.3.9.1 Distribution Piping/Plumbing Including Component Parts
- 2.3.10 Electrical Components and Devices:
 - 2.3.10.1 Contactors
 - 2.3.10.2 Stand Alone Thermostats
 - 2.3.10.3 Magnetic Starters
 - 2.3.10.4 Transmitters
- 2.3.11 Duct:
 - 2.3.11.1 Fabrication, Design And Installation
 - 2.3.11.2 Repair
 - 2.3.11.3 Distribution diffusers
- 2.3.12 Pneumatic Controls:
 - 2.3.12.1 Repair, Replace, Calibrations
 - 2.3.12.2 Repairs to the Pneumatic System
- 2.3.13 Air/Dirt Separator Units
- 2.3.14 Solar Thermal Systems
 - 2.3.14.1 Solar Panel Array
 - 2.3.14.2 Pumps
 - 2.3.14.3 Piping/plumbing including component parts
 - 2.3.14.4 Valves and Valve assemblies

2.3.14.5 Glycol makeup

2.3.14.6 Sensors and relays

2.4 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.

2.5 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:

2.5.1 Backhoes

2.5.2 Jackhammers

2.5.3 Concrete cutters

2.5.4 Excavators

2.5.5 Chain hoists

2.5.6 Cranes

2.5.7 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).

2.6 HOURS OF SERVICE:

2.6.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

2.6.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

2.6.3 WEEKENDS are anytime Saturday or, Sunday.

2.6.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

2.6.5 Services shall be available 24/7, 365 days per year.

2.6.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.7 RESPONSE TIMES:

2.7.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.

2.7.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

2.8 TRIP CHARGE:

2.8.1 Trip charges are permitted when time and material work is requested at the following sites only:

2.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguro)

- 2.8.1.2 County offices located in Gila Bend, AZ
- 2.8.1.3 County offices located in Buckeye, AZ
- 2.8.1.4 County offices located in Aguila, AZ
- 2.8.1.5 Only one trip charge may be charged per service call.
- 2.8.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.9 CONTRACTOR REQUIREMENTS:

- 2.9.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 2.9.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 2.9.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 2.9.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 2.9.4.1 Shirt/blouse
 - 2.9.4.2 Vest
 - 2.9.4.3 Cap
- 2.9.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.9.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 2.9.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.10 BUILDING SECURITY (KEYS):

- 2.10.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 2.10.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

- 2.10.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 2.10.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 2.10.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.11 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.12 INVOICES AND PAYMENTS:

For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be included in the contracted labor rates.

Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these types of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

Invoices are required to contain the following information:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building Name and Building Number
- County contract number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Labor breakdown: rate per hour x no. of hours by personnel type
- Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)
- Arrival and completion time
- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- Payment Terms

2.13 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD. Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

- 2.14 PROJECT WORK AND TIME AND MATERIALS:
- 2.14.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor **MUST** submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established on the pricing page of the Contractor.
- 2.14.2 The threshold from time and materials to project work shall be (~~\$5,000~~ **\$10,000**). Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.14.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.14.4 The County’s project quote sheet will contain the following information:
- 2.14.4.1 The contract serial number;
 - 2.14.4.2 Name and address of site;
 - 2.14.4.3 FMD site ID number;
 - 2.14.4.4 Detailed scope of work,
 - 2.14.4.5 Other information relative to the SOW,
 - 2.14.4.6 Line item, project cost,
 - 2.14.4.7 Check box for “will quote” or “will not quote” the project,
 - 2.14.4.8 Deadlines for quote delivery,
 - 2.14.4.9 Signature line for both the County and the Contractor
- 2.14.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss possible default of contract.
- 2.14.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies **MUST** ensure all contractors of record for HVAC services receive such documentation.
- 2.14.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the pricing page of the Contractor.

2.14.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charges for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.14.9 TIME AND MATERIALS, LABOR HOUR QUOTES:

2.14.9.1 The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

2.15 DETENTION FACILITIES:

2.15.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

2.15.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

2.16 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

2.17 WARRANTY:

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.18 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

2.19 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.20 TECHNICAL TRAINING TO COUNTY STAFF:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

2.21 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.22 CONTRACTOR QUALIFICATIONS:

2.22.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.22.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years' experience in the field of air conditioning and heating, and have Factory Certified Training. Proof of these requirements must accompany bid package.

2.22.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, by having an ~~L-39~~ ~~C-39~~ license for Air Conditioning **and Refrigeration and Solar**. Copies of license must accompany bid package.

2.22.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.22.5 Contractor **MUST** meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.23 CONTRACTOR REQUIREMENTS:

2.23.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.23.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.23.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.23.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~3.4 INVOICES AND PAYMENTS:~~

3.4.1 ~~Invoices are required to contain the following information:~~

- ~~3.4.1.1 Company name, address and contact~~
- ~~3.4.1.2 County bill to name and contact information~~
- ~~3.4.1.3 Building Name and Building Number~~
- ~~3.4.1.4 County purchase order number~~
- ~~3.4.1.5 Maximo (FMD) service call number~~
- ~~3.4.1.6 Invoice number and date~~
- ~~3.4.1.7 Date of service or delivery~~
- ~~3.4.1.8 Description of Purchase (services performed)~~
- ~~3.4.1.9 Pricing per unit of purchase~~
- ~~3.4.1.10 Extended price~~
- ~~3.4.1.11 Arrival and completion time~~
- ~~3.4.1.12 Total Amount Due~~

3.4.2 Billable Parts Pricing:

3.4.2.1 All parts sold to the County MUST be itemized and priced in one of two formats:

3.4.2.1.1 Priced separately as:

- 3.4.2.1.1.1 Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or
- 3.4.2.1.1.2 Parts priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

3.4.3 Invoicing for project work must contain:

- 3.4.3.1 Contract serial number;
- 3.4.3.2 Purchase order number (If used);
- 3.4.3.3 Terms as bid;
- 3.4.3.4 Description of work performed;
- 3.4.3.5 Location of job site and FMD site number);
- 3.4.3.6 Project cost as quoted;
- 3.4.3.7 Applicable construction tax if required (65% of retail tax rate);
- 3.4.3.8 Grand total;
- 3.4.3.9 Attached to the invoice must be the project quote sheet and all change orders.

3.4.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.4.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.4.6 Payment may 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

3.4.7 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.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX (SERVICES):

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.

3.7 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.

3.8 POST AWARD MEETING:

The Contractor may 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.

3.9 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 state so** 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.

3.10 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.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS:

3.11.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:



This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:



The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) 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 Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 FUEL COST PRICE ADJUSTMENT:

4.4.1 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.

- 4.4.2 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.
- 4.4.3 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 (10th) 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.
- 4.4.4 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, Vendor Information). 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).
- 4.4.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
 - 4.4.7.2 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.
 - 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.
- 4.5 INDEMNIFICATION:
 - 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings)

arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 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.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.
- 4.5.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.6 INSURANCE:

- 4.6.1 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 B++. 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.
- 4.6.2 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.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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.

4.15.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.15.4 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.17 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.

4.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.18.1 In accordance with section MCI 371 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.

4.18.2 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.

4.18.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 4.24.1 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.
- 4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24 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.

4.25 CONTRACTOR LICENSE REQUIREMENT:

- 4.25.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 4.25.2 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.

4.26 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 4.26.1 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,

- 4.26.2 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.

4.27 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 in its offer 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 and the Arizona Public Records Law.

~~5.0 FACILITIES MANAGEMENT OPERATION REQUIREMENT~~

~~5.1 HOURS OF SERVICE:~~

- ~~5.1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~5.1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~5.1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~5.1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~5.1.5 Services shall be available 24/7, 365 days per year.~~
- ~~5.1.6 Contractor shall provide 24/7, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~5.2 RESPONSE TIMES:~~

- ~~5.2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.~~
- ~~5.2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~5.3 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~5.3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~5.3.2 County offices located in Gila Bend, AZ~~
- ~~5.3.3 County offices located in Buckeye, AZ~~
- ~~5.3.4 County offices located in Aguila, AZ~~
- ~~5.3.5 Only one trip charge may be charged per service call.~~

- 5.3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~5.4 CONTRACTOR REQUIREMENTS:~~

- 5.4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- 5.4.2 ~~The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- 5.4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- 5.4.4 ~~All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
- 5.4.4.1 ~~Shirt/blouse~~
- 5.4.4.2 ~~Vest~~
- 5.4.4.3 ~~Cap~~
- 5.4.5 ~~No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- 5.4.6 ~~The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- 5.4.7 ~~Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.5 BUILDING SECURITY (KEYS):~~

- 5.5.1 ~~The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- 5.5.2 ~~The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- 5.5.3 ~~In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- 5.5.4 ~~The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- 5.5.5 ~~Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~5.6 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~5.7 INVOICES AND PAYMENTS:~~

- ~~5.7.1 For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be accounted for in the contracted labor rates.~~

~~Invoices are required to contain the following information:~~

- ~~5.7.2 Company name, address and contact information~~
- ~~5.7.3 County bill to name and contact/requestor information~~
- ~~5.7.4 Building Name and Building Number~~
- ~~5.7.5 County purchase order number~~
- ~~5.7.6 County contract number~~
- ~~5.7.7 Maximo (FMD) service call number~~
- ~~5.7.8 Invoice number and date~~
- ~~5.7.9 Date of service or delivery~~
- ~~5.7.10 Description of Purchase (services performed)~~
- ~~5.7.11 Labor breakdown (rate per hour x personnel type)~~
- ~~5.7.12 Material breakdown. Itemized parts list to contain (unit price x quantity, indicating mark-ups as contracted)~~
- ~~5.7.13 Arrival and completion time~~
- ~~5.7.14 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~
- ~~5.7.15 Payment Terms~~

~~5.8 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUN MECHANICAL CONTRACTING**

EXHIBIT B
Scope of Work

PROJECT

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUN MECHANICAL CONTRACTING**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment 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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.



Legislation Description

File #: 16-232, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH JOHNSON CONTROLS, INC., FOR HVAC SERVICE AND REPAIRS

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 Linking Agreement with Johnson Controls, Inc., for HVAC Service and Repairs in an amount not to exceed \$150,000 for the full term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the Agreement is effective until October 31, 2017.

Background

The Agreement with Johnson Controls, Inc. will be used for repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on city facilities on an as-needed basis.

Johnson Controls, Inc. was awarded a bid by the Maricopa County Office of Procurement Services to provide goods and services described in the HVAC Service and Repair Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a cooperative association of local municipalities, in which Glendale and Maricopa County are members. Contract No. 15049-S was awarded on October 21, 2015 with an initial term effective until October 31, 2017, and includes an option to renew the contract for an additional four, one-year renewals, allowing the contract to be extended through October 31, 2021.

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

This Agreement is required to provide services on an as-needed basis. Funding for services performed under this Agreement will come from a variety of sources including the Building Maintenance Reserve Fund and customer funds. This is a multi-year Agreement and funding will be identified for specific projects in the fiscal

year the project is scheduled.

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

Maintenance and repair of the city’s HVAC system for city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

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 Building Maintenance Reserve Fund, Operating and Maintenance, and in the Capital Improvement Plan Budgets. Expenditures with Johnson Controls, Inc. are not to exceed \$150,000 for the entire term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

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 October 21, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the Maricopa County of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the HVAC Service and Repairs, Contract No. 15049 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, purchases can be made by governmental entities from the date of award, which was October 21, 2015, until the date the contract expires on October 31, 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 October 31, 2021. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2017. The City Manager or designee may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on October 31, 2021. 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 B.
 - 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 provided in the Cooperative Purchasing Agreement. The Labor Rates and Additional Pricing Sheet are attached hereto as part of Exhibit B.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).
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. A new certificate of insurance must be provided to demonstrate compliance with the insurance coverage required by the Cooperative Purchase Agreement and this Linking Agreement for each renewal period.
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 4th Street
Tempe, AZ 85281
480-517-3543

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

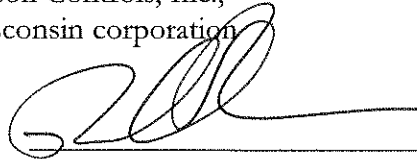
By:

Kevin R. Phelps
City Manager

“Contractor”

Johnson Controls, Inc.,
a Wisconsin corporation

By:



Name: Richard C. Slack
Title: 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 CONTRACT NO. 15049 S - HVAC SERVICE AND REPAIR**

SERIAL 15049 S HVAC SERVICE AND REPAIR

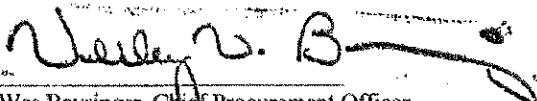
DATE OF LAST REVISION: January 22, 2016 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for HVAC SERVICE AND REPAIR

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 **October 21, 2015 (Eff. November 1, 2015)**.

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.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 08136-S from your contract notebooks)

JOHNSON CONTROLS, INC., 2032 W. 4TH STREET, TEMPE AZ 85281

COMPANY NAME: Johnson Controls, Inc.
 DOING BUSINESS AS (DBA) NAME: Same
 MAILING ADDRESS: 2032 West 4th Street, Tempe, AZ 85281
 REMIT TO ADDRESS: Johnson Controls, Inc.,
P O Box 730068, Dallas, TX 75373
 TELEPHONE NUMBER: 480-517-3543
 FACSIMILE NUMBER: 480-967-5213
 WEB SITE: www.jci.com
 REPRESENTATIVE NAME: Gary H. Whetstone
 REPRESENTATIVE TELEPHONE NUMBER: 602-550-1279
 REPRESENTATIVE E-MAIL: Gary.H.Whetstone@jci.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
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"/>	

NET 30 DAYS

6TH CALL

Labor Rates: Commercial / Industrial					
Item	Qty	Unit	Price	Total	Notes
Regular Business Hours	1	hour	\$105.00	\$105.00	Industrial HVAC work
After Business Hours	1	hour	\$157.50	\$157.50	Industrial HVAC Work
Weekends	1	hour	\$210.00	\$210.00	Industrial HVAC Work
Holidays	1	hour	\$210.00	\$210.00	Industrial HVAC Work

7TH CALL

Labor Rates: Residential					
Item	Qty	Unit	Price	Total	Notes
Regular Business Hours	1	hour	\$90.00	\$90.00	Light Commercial HVAC work
After Business Hours	1	hour	\$135.00	\$135.00	Light Commercial HVAC work
Weekends	1	hour	\$180.00	\$180.00	Light Commercial HVAC work
Holidays	1	hour	\$180.00	\$180.00	Light Commercial HVAC work

Additional Pricing:					
Parts Materials and Components - Cost Plus Percentage	1	each	25%	25%	
Any Services Outside the Scope of Work	1	hour	\$90.00	\$90.00	Pricing shown is for Light Commercial HVAC work on Regular working hours. Industrial HVAC work on regular working hours is \$105.00/ hour

JOHNSON CONTROLS, INC., 2032 W. 4TH STREET, TEMPE AZ 85281

Training	1	hour	\$90.00	\$90.00	Pricing shown is for light Commercial HVAC training. For Industrial HVAC training this rate would be \$90.00/ hour on regular working hours
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PRICING SHEET: NIGP CODE 03113 91017 91036 94155 99247

Terms: NET 30 DAYS

Vendor Number: 2011001105 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2017.**

HVAC SERVICE AND REPAIR

1.0 INTENT:

- 1.1 The intent of this Solicitation is to provide a source for Repair, Maintenance, Installation, and Retrofit for Heating, Ventilation, and Air Conditioning (HVAC) and Evaporative Cooling Equipment, for the Facilities Management Department (FMD) throughout Maricopa County. Major retrofits and projects will be requested through the use of quotes from all Contractors awarded to this contract, at the time of the project.
- 1.2 Each bidder shall be ranked as First Call, Second Call, and Third Call, so on and so forth. The Contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service work. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.
- 1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).
- 1.4 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.

2.0 SPECIFICATIONS:

- 2.1 The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to:
- 2.2 Group 1: Residential, 1.5 ton through 20 ton units:
 - 2.2.1 Package air conditioning units
 - 2.2.2 Air conditioning compressors:
 - 2.2.2.1 Hermetic
 - 2.2.2.2 SEMI Hermetic
 - 2.2.2.3 Open Drive Reciprocating
 - 2.2.3 HVAC/split systems/remote condensing units
 - 2.2.4 Evaporative Cooler
- 2.3 Group 2: Commercial/Industrial, 1.5 ton through 250 ton:
 - 2.3.1 Package Air Conditioning Units
 - 2.3.2 Air Washers
 - 2.3.3 Fan Coils & Air Handlers
 - 2.3.4 Gas Fired Heating Systems
 - 2.3.5 Chilled Water Systems
 - 2.3.6 Condenser/chilled water pumps:
 - 2.3.6.1 Centrifugal

- 2.3.6.2 Submersible
- 2.3.6.3 Vertical
- 2.3.6.4 Turbine
- 2.3.7 Cooling towers:
 - 2.3.7.1 Drift Eliminators
 - 2.3.7.2 Spray Nozzles
 - 2.3.7.3 Float Mechanisms
 - 2.3.7.4 Drive Motors, Shafts, and Bearings
 - 2.3.7.5 Fan and Fan Assemblies
- 2.3.8 Variable Air Volume (VAV) units
- 2.3.9 Associated support components:
 - 2.3.9.1 Distribution Piping/Plumbing Including Component Parts
- 2.3.10 Electrical Components and Devices:
 - 2.3.10.1 Contactors
 - 2.3.10.2 Stand Alone Thermostats
 - 2.3.10.3 Magnetic Starters
 - 2.3.10.4 Transmitters
- 2.3.11 Duct:
 - 2.3.11.1 Fabrication, Design And Installation
 - 2.3.11.2 Repair
 - 2.3.11.3 Distribution diffusers
- 2.3.12 Pneumatic Controls:
 - 2.3.12.1 Repair, Replace, Calibrations
 - 2.3.12.2 Repairs to the Pneumatic System
- 2.3.13 Air/Dirt Separator Units
- 2.3.14 Solar Thermal Systems
 - 2.3.14.1 Solar Panel Array
 - 2.3.14.2 Pumps
 - 2.3.14.3 Piping/plumbing including component parts
 - 2.3.14.4 Valves and Valve assemblies

2.3.14.5 Glycol makeup

2.3.14.6 Sensors and relays

2.4 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.

2.5 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:

2.5.1 Backhoes

2.5.2 Jackhammers

2.5.3 Concrete cutters

2.5.4 Excavators

2.5.5 Chain hoists

2.5.6 Cranes

2.5.7 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).

2.6 HOURS OF SERVICE:

2.6.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

2.6.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

2.6.3 WEEKENDS are anytime Saturday or, Sunday.

2.6.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

2.6.5 Services shall be available 24/7, 365 days per year.

2.6.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.7 RESPONSE TIMES:

2.7.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.

2.7.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

2.8 TRIP CHARGE:

2.8.1 Trip charges are permitted when time and material work is requested at the following sites only:

2.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

- 2.8.1.2 County offices located in Gila Bend, AZ
- 2.8.1.3 County offices located in Buckeye, AZ
- 2.8.1.4 County offices located in Aguila, AZ
- 2.8.1.5 Only one trip charge may be charged per service call.
- 2.8.1.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

2.9 CONTRACTOR REQUIREMENTS:

- 2.9.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 2.9.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 2.9.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 2.9.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 2.9.4.1 Shirt/blouse
 - 2.9.4.2 Vest
 - 2.9.4.3 Cap
- 2.9.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.9.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 2.9.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

2.10 BUILDING SECURITY (KEYS):

- 2.10.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 2.10.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

- 2.10.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 2.10.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 2.10.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

2.11 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

2.12 INVOICES AND PAYMENTS:

For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be included in the contracted labor rates.

Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these types of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

Invoices are required to contain the following information:

- Company name, address and contact information**
- County bill-to name and contact/requestor information**
- Building Name and Building Number**
- County contract number or**
- County purchase order number**
- Maximo (FMD) service call number**
- Invoice number and date**
- Date of service or delivery**
- Description of Purchase (services performed)**
- Labor breakdown: rate per hour x no. of hours by personnel type**
- Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)**
- Arrival and completion time**
- Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied**
- Payment Terms**

2.13 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD. Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

2.14 PROJECT WORK AND TIME AND MATERIALS:

- 2.14.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor **MUST** submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established on the pricing page of the Contractor.
- 2.14.2 The threshold from time and materials to project work shall be (~~\$5,000~~ **\$10,000**). Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.14.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.14.4 The County's project quote sheet will contain the following information:
- 2.14.4.1 The contract serial number;
 - 2.14.4.2 Name and address of site;
 - 2.14.4.3 FMD site ID number;
 - 2.14.4.4 Detailed scope of work,
 - 2.14.4.5 Other information relative to the SOW,
 - 2.14.4.6 Line item, project cost,
 - 2.14.4.7 Check box for "will quote" or "will not quote" the project,
 - 2.14.4.8 Deadlines for quote delivery,
 - 2.14.4.9 Signature line for both the County and the Contractor
- 2.14.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss possible default of contract.
- 2.14.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies **MUST** ensure all contractors of record for HVAC services receive such documentation.
- 2.14.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid on the pricing page of the Contractor.

2.14.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charges for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.14.9 TIME AND MATERIALS, LABOR HOUR QUOTES:

2.14.9.1 The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

2.15 DETENTION FACILITIES:

2.15.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor's service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for at all times.

2.15.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.

2.16 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

2.17 WARRANTY:

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.18 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

2.19 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.20 TECHNICAL TRAINING TO COUNTY STAFF:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

2.21 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.22 CONTRACTOR QUALIFICATIONS:

2.22.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.22.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years' experience in the field of air conditioning and heating, and have Factory Certified Training. Proof of these requirements must accompany bid package.

2.22.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, by having an ~~E-39~~ **C-39** license for Air Conditioning ~~and Refrigeration and Solar~~. Copies of license must accompany bid package.

2.22.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.22.5 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.23 CONTRACTOR REQUIREMENTS:

2.23.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.23.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.23.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.23.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~3.4 INVOICES AND PAYMENTS:~~

~~3.4.1 Invoices are required to contain the following information:~~

- ~~3.4.1.1 Company name, address and contact~~
- ~~3.4.1.2 County bill to name and contact information~~
- ~~3.4.1.3 Building Name and Building Number~~
- ~~3.4.1.4 County purchase order number~~
- ~~3.4.1.5 Maximo (FMD) service call number~~
- ~~3.4.1.6 Invoice number and date~~
- ~~3.4.1.7 Date of service or delivery~~
- ~~3.4.1.8 Description of Purchase (services performed)~~
- ~~3.4.1.9 Pricing per unit of purchase~~
- ~~3.4.1.10 Extended price~~
- ~~3.4.1.11 Arrival and completion time~~
- ~~3.4.1.12 Total Amount Due~~

3.4.2 Billable Parts Pricing:

3.4.2.1 All parts sold to the County MUST be itemized and priced in one of two formats:

3.4.2.1.1 Priced separately as:

- 3.4.2.1.1.1 Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or
- 3.4.2.1.1.2 Parts priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

3.4.3 Invoicing for project work must contain:

- 3.4.3.1 Contract serial number;
- 3.4.3.2 Purchase order number (If used);
- 3.4.3.3 Terms as bid;
- 3.4.3.4 Description of work performed;
- 3.4.3.5 Location of job site and FMD site number);
- 3.4.3.6 Project cost as quoted;
- 3.4.3.7 Applicable construction tax if required (65% of retail tax rate);
- 3.4.3.8 Grand total;
- 3.4.3.9 Attached to the invoice must be the project quote sheet and all change orders.

3.4.4 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 3.4.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.6 Payment may 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 3.4.7 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.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX (SERVICES):

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.

3.7 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.

3.8 POST AWARD MEETING:

The Contractor may 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.

3.9 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 state so** 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.

3.10 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.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS:

3.11.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the contractor and the individual County employee, the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) 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 Office of Procurement Services 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..

4.3 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.

4.4 FUEL COST PRICE ADJUSTMENT:

4.4.1 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.

- 4.4.2 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.
- 4.4.3 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 (10th) 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.
- 4.4.4 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, Vendor Information). 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).
- 4.4.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 4.4.6 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/>
- 4.4.7 The computation of the fuel surcharge amount shall be determined as follows:
- 4.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 4.4.7.2 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.
- 4.4.7.3 The surcharge shall be added as a separate line item to the invoice.

4.5 INDEMNIFICATION:

- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings)

arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 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.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.
- 4.5.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.6 INSURANCE:

- 4.6.1 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 B++. 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.
- 4.6.2 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.
- 4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.6.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.

4.6.8 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9 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 or use or maintenance of the Premises under this Contract.

4.6.10 WORKERS' COMPENSATION:

4.6.10.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.10.2 Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.6.11 CERTIFICATES OF INSURANCE:

4.6.11.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete 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.

4.6.11.2 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.

4.6.11.3 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.

4.6.12 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.

4.7 ORDERING AUTHORITY:

4.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 REQUIREMENTS CONTRACT:

4.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.8.2 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 for actual and documentable costs incurred by the Contractor in response to 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.

4.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.10 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

4.10.1 Cancel the stop-work order; or

4.10.2 Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience of the County clause of this contract.

4.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.12.2 Make progress, so as to endanger performance of this contract; or

4.12.3 Perform any of the other provisions of this contract.

4.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.13 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.

4.14 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.

4.15 SUBCONTRACTING:

4.15.1 The Contractor may not assign to another Contractor 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.

4.15.2 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.

4.15.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.15.4 Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

4.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.17 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.

4.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.18.1 In accordance with section MCI 371 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.

4.18.2 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.

4.18.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.20 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.

4.21 RELATIONSHIPS:

4.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.23.1.2 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;

4.23.1.3 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

4.23.1.4 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.

4.23.2 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.

4.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.24.1 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.

4.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24 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.

4.25 CONTRACTOR LICENSE REQUIREMENT:

4.25.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.25.2 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.

4.26 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.26.1 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,

- 4.26.2 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.

4.27 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 in its offer 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 and the Arizona Public Records Law.

~~5.0 FACILITIES MANAGEMENT OPERATION REQUIREMENT~~

~~5.1 HOURS OF SERVICE:~~

- ~~5.1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~5.1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~5.1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~5.1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~5.1.5 Services shall be available 24/7, 365 days per year.~~
- ~~5.1.6 Contractor shall provide 24/7, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~5.2 RESPONSE TIMES:~~

- ~~5.2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on site within four (4) hours of receipt of a service request.~~
- ~~5.2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~5.3 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~5.3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~5.3.2 County offices located in Gila Bend, AZ~~
- ~~5.3.3 County offices located in Buckeye, AZ~~
- ~~5.3.4 County offices located in Aguila, AZ~~
- ~~5.3.5 Only one trip charge may be charged per service call.~~

- 5.3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~5.4~~ ~~CONTRACTOR REQUIREMENTS:~~

- 5.4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- 5.4.2 ~~The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- 5.4.3 ~~The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- 5.4.4 ~~All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
 - 5.4.4.1 ~~Shirt/blouse~~
 - 5.4.4.2 ~~Vest~~
 - 5.4.4.3 ~~Cap~~
- 5.4.5 ~~No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- 5.4.6 ~~The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- 5.4.7 ~~Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.5~~ ~~BUILDING SECURITY (KEYS):~~

- 5.5.1 ~~The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- 5.5.2 ~~The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- 5.5.3 ~~In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- 5.5.4 ~~The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- 5.5.5 ~~Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~5.6 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on-site storage of contractor's salvaged materials will be permitted.~~

~~5.7 INVOICES AND PAYMENTS:~~

~~5.7.1 For Time & Material work, Contractor(s) must provide, at Contractor's own expense, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.); miscellaneous parts (screws, bolts nuts, small items etc.); tools, etc. necessary to perform all the required services. This shall be all inclusive as "cost of doing business" and as such, be accounted for in the contracted labor rates.~~

~~Invoices are required to contain the following information:~~

- ~~5.7.2 Company name, address and contact information~~
- ~~5.7.3 County bill to name and contact/requestor information~~
- ~~5.7.4 Building Name and Building Number~~
- ~~5.7.5 County purchase order number~~
- ~~5.7.6 County contract number~~
- ~~5.7.7 Maximo (FMD) service call number~~
- ~~5.7.8 Invoice number and date~~
- ~~5.7.9 Date of service or delivery~~
- ~~5.7.10 Description of Purchase (services performed)~~
- ~~5.7.11 Labor breakdown (rate per hour x personnel type)~~
- ~~5.7.12 Material breakdown. Itemized parts list to contain (unit price x quantity, indicating mark-ups as contracted)~~
- ~~5.7.13 Arrival and completion time~~
- ~~5.7.14 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~
- ~~5.7.15 Payment Terms~~

~~5.8 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.**

EXHIBIT B
Scope of Work

PROJECT

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JOHNSON CONTROLS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in the Cooperative Purchasing Agreement, as modified by Section 3 of this 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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, maintenance, installation, and retrofit for heating, ventilation, air conditioning, and evaporative cooling equipment on City of Glendale facilities on an as-needed basis.



Legislation Description

File #: 16-239, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SWAINE ASPHALT CORPORATION FOR THE REMOVAL OF OLDER SPEED HUMPS AND RECONSTRUCTION OF NEW SPEED CUSHIONS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to authorize the City Manager to enter into a Construction Agreement with Swaine Asphalt Corporation in an amount not to exceed \$131,564.20 for the removal of older speed humps and the construction of new speed cushions, which includes roadway striping on and near the speed cushions at various locations throughout the city, contingent upon Council approval of the Capital Improvement Plan budget.

Background

Field review studies were conducted to gauge the condition of existing speed humps throughout the city. As a result of the studies, a list of locations has been prioritized based on the severity of the existing speed humps that were in need of replacement. Due to the number of locations requiring reconstruction and the limited funding, other areas are placed on a waiting list until funding becomes available.

The areas to be constructed as part of this project are on 45th Avenue between Glendale Avenue to Northern Avenue; 53rd Avenue between Northern Avenue to Butler Drive; 57th Avenue between Grovers Avenue to Union Hills Drive; 77th Drive between Camelback Road to Colter Street; 78th Avenue between Camelback Road to Colter Street; and Columbine Drive from 51st Avenue to Sweetwater Avenue.

Analysis

The city's Engineering Division published a Notice to Contractors requesting bids for Speed Cushion Project (Project Number 151617) on March 3 and 10, 2016. Three contractors obtained the bid documents. The project included 24 speed cushions within the base bid and six as a bid alternate, to be awarded contingent on available funding. The city received one bid which was opened on March 23, 2016. Swaine Asphalt Corporation submitted the lowest responsive and responsible bid in the amount of \$131,564.20. The base bid amount was less than the engineer's estimate; however, the alternate exceeded the budget and was thus not accepted.

Previous Related Council Action

On January 26, 2016, Council authorized entering into a Construction Agreement with Swaine Asphalt for speed cushion installation, Contract No. C-10620, in an amount not to exceed \$60,037.50.

Community Benefit/Public Involvement

The current speed cushion design has shown to be beneficial in reducing speeds on collector and residential roadways with minimal effect on emergency response vehicles. In addition, the installation of speed cushions can improve the quality of life for residents when excessive vehicular speeds on neighborhood and collector roadways are reduced.

Budget and Financial Impacts

Funds are available in the FY 2016-17 Capital Improvement Plan budget. Expenditures with Swaine Asphalt Corporation are not to exceed \$131,564.20, contingent upon Council approval of the Capital Improvement Plan budget.

Cost	Fund-Department-Account
\$131,564.20	2210-65083-550800, Capital Projects Speed Cushions

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**CONSTRUCTION AGREEMENT
SWAINE ASPHALT CORPORATION**

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Swaine Asphalt Corporation, an Arizona corporation ("Contractor") 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 the Notice to Contractors and the attached Exhibit A ("Project"); and
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed within one hundred and twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two (2) years after completion of the Project, Contractor must, at Contractor's sole expense and within twenty (20) days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$131,564.20, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and

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

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

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

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

7. Insurance.

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

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

aggregate.

- (2) Sub-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, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's

Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- (I) **Policies.** Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

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

- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
11. **Notices.**
- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Swaine Asphalt Corporation
Attn: Tom Swaine
PO Box 10824
Glendale, Arizona 85318

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

City of Glendale
Attn: Mark Gibson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

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

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

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

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

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

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

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

The parties enter into this Agreement as of the 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

Swaine Asphalt Corporation,
an Arizona corporation

By: Thomas J. Swaine
Its: Vice-President

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

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Base Bid – Removal of existing speed humps and construction of twenty-four (24) new speed cushions at: 45th Avenue from Glendale to Northern Avenues; 53rd Avenue between Northern Avenue to Butler Drive; 57th Avenue between Grovers Avenue to Union Hills Drive; 77th Drive between Camelback Road and Colter Street; 78th Avenue between Camelback Road to Colter Street; and Columbine Drive from 51st Avenue to Sweetwater Avenue.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$131,564.20.

DETAILED PROJECT COMPENSATION

As shown in detail on the Base Bid Schedule – Base Bid Total \$131,564.20.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within ten (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 thirty (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 (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 fifteen (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 ten (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 ninety (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 fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
 4. **Exceptions.**
 - 4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT# 151617 - GO SPEED CUSHION PROJECT

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

DATE: March 23, 2016 @ 9:00 AM, Conf Rm 3B

	CONTRACTOR	BID BOND/ CHECK	BASE BID TOTAL	BID ALTERNATE TOTAL	GRAND TOTAL BID BASE PLUS BID ALTERNATE
1	SWAINE ASPHALT CORPORATION	BB	\$131,564.20	\$37,844.80	\$169,409.00
2					
3					
4					
5					
6					
7					
8					
9					
10					



Legislation Description

File #: 16-235, Version: 1

RESOLUTION 5104: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING

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 Amendment No. 4 to the Intergovernmental Agreement (IGA) for Community Action Program (CAP) funding and operations. Per the terms of the amendment, the allocation to the City from DES for CAP services is \$1,115,567 for the period of July 1, 2016 through June 30, 2017.

Background

The CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an intergovernmental agreement with the State of Arizona Department of Economic Security (DES). This has been in effect since July 1, 2010 when the State of Arizona designated the City of Glendale, as an official Community Action Agency, enabling the City to provide direct assistance to low and moderate-income residents. Under this agreement, DES will provide approximately \$1.1 million in FY 16-17 for the provision of CAP services while the City will provide a general fund "match" of \$16,720 and various in-kind contributions such as office space, related utilities and custodial services.

If approved, this amendment will provide for the annual funding to the current DES contract with the City to support Glendale's Community Action Program services. Based on the terms of the new contract amendment, the allocation to the City from DES for CAP services is \$1,115,567 for the contract period of July 1, 2016 through June 30, 2017.

Analysis

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the "low" to "extremely low" income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance. If approved by Council, the DES Amendment No. 4 will allow the City to continue contracting with DES and provide CAP services to Glendale residents.

Previous Related Council Action

On May 26, 2015 the five year IGA between the City and DES for CAP operations was approved by City Council, in addition to approving the annual operating budget of CAP for the same time period. On September 22, 2015, City Council approved entering into amendment No. 1 to the IGA with DES for CAP funding and operations. On November 24, 2015, City Council approved amendment No. 2 to the IGA for CAP funding and operations. On January 14, 2016, the most recent amendment No. 3 to the IGA with DES was approved administratively based on a small funding change to the IGA, which was an increase of \$2,400 to the Case Management service budget.

Community Benefit/Public Involvement

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis. These programs and services are reviewed on an ongoing basis by the 13-member Community Development Advisory Committee (CDAC), which is appointed by City Council. The CAP Annual Plan FY2016-17 was reviewed and unanimously recommended for approval by CDAC at the May 19, 2016 regular meeting.

Budget and Financial Impacts

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES.

Cost	Fund-Department-Account
\$1,115,567	Fund 1820, Departments 32050, 32055, 32056, 32057, 32060, various expenditure accounts

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5104 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

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. 4 to the Intergovernmental Agreement (Contract ID Number ADES15-089114) between the City of Glendale and the Arizona Department of Economic Security of Community Action Program funding be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee 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



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

<p>1. CONTRACTOR (Name and address)</p> <p>City of Glendale 5850 W. Glendale Ave. Glendale, Arizona 85301</p>	<p>2. CONTRACT ID NUMBER</p> <p align="center">ADES15-089114</p>
<p>3. AMENDMENT NUMBER Four (4)</p>	
<p>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</p> <p>The purpose of this Amendment is to add the initial Case Management Service Budget and Community Services Service Budget for the period of July 1, 2016 through June 30, 2017.</p> <p>Pursuant to the Terms and Conditions Section 32.0 Levels of Service, this Amendment adds the initial Case Management Service Budget and Community Services Service Budget for the period of July 1, 2016 through June 30, 2017 as follows:</p> <p>Per the Alerts issued March 21, 2016 and April 4, 2016, the Case Management contract reimbursement ceiling for the period of July 1, 2016 through June 30, 2017 is \$925,088.</p> <p>Per the Alerts issued March 21, 2016 and April 4, 2016, the Community Services contract reimbursement ceiling for the period of July 1, 2016 through June 30, 2017 is \$190,479.</p> <p>Therefore, the initial Case Management Service Budget and Community Services Service Budget for the period of July 1, 2016 through June 30, 2017 are added and attached.</p>	
<p>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</p>	
<p>6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</p>	<p>7. NAME OF CONTRACTOR City of Glendale</p>
<p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p>	<p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p>
<p>TYPED NAME Cynthia Pullen</p>	<p>TYPED NAME</p>
<p>TITLE Procurement Manager</p>	<p>TITLE</p>
<p>DATE</p>	<p>DATE</p>
<p>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</p>	
<p>ARIZONA ATTORNEY GENERAL'S OFFICE</p>	
<p>BY:</p>	<p>BY:</p>
<p>ASSISTANT ATTORNEY GENERAL</p>	<p>PUBLIC AGENCY LEGAL COUNSEL</p>
<p>DATE:</p>	<p>DATE:</p>

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP) **Agency: City of Glendale-Community Action Program**
Contract Period: 07/01/2016 - 06/30/2017

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	*Comm. Elig. Special	\$58,376	\$58,376	\$58,376
1	1.00	*Comm. Elig. Rep.	\$36,020	\$36,020	\$36,020
1	1.00	*Management Aide	\$41,683	\$41,683	\$41,683
1	0.50	*Comm. Elig. Rep.	\$17,571	\$17,571	\$17,571
			*Pay increase (5%)	\$7,683	\$7,683
TOTAL PERSONNEL				\$161,333	\$161,333

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 40.4845% of %161,333)	\$65,315	\$65,315
TOTAL EMPLOYEE RELATED EXPENSES		\$65,315	\$65,315

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Security Service Charges	In-House Security-CAP not being charged at this time	\$0	\$0
Temporary Employment Charges	Temp. staff support with outside vendor	\$2,401	\$2,401
Office Equipment	Includes maintenance on copier, printer and repairs for office equipment with outside vendor \$450/quarter	\$1,800	\$1,800
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$4,201	\$4,201

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Motor Pool Vehicles	CAP Estimated miles/yr.= \$2,570 (Motor Pool is not being charged at this time)	\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
Office Space	Rent, Electricity, Refuse - \$2,080/mo. x 12 mos.	\$24,960	\$0
TOTAL SPACE		\$24,960	\$0

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
Computer Charges	CAP-60 Annual Computer fees	\$10,000	\$10,000
	P/C Tech. Replacement	\$2,519	\$0
TOTAL EQUIPMENT		\$12,519	\$10,000

7. MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$400.25/month 12 mos.	\$4,803	\$3,447
Postage/Duplicating	\$250/month 12 mos.	\$3,000	\$3,000
TOTAL MATERIALS AND SUPPLIES		\$7,803	\$6,447

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Member Dues	ACAA Annual Membership \$420 & Conference \$175 x 7	\$1,645	\$1,645
Telephone/Qwest Charges	\$524.92/month 12 mos.	\$6,299	\$0
Cell Phone Charges	\$45/month 12 mos.	\$540	\$0
Insurance Fire & Liability	\$5.50/month 12 mos.	\$66	\$0
TOTAL OPERATING EXPENSES		\$8,550	\$1,645

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0.00	\$0.00
TOTAL INDIRECT COSTS		\$0	\$0

10. SUBTOTAL ADMIN COST \$284,681 \$248,941

11. VOUCHERS

ITEM	TOTAL COST	DES COST
TANF	\$60,000	\$60,000
LIHEAP	\$614,685	\$614,685
LIHCON	\$0	\$0
LLVG	\$0	\$0
NHN	\$1,462	\$1,462
City of Glendale-ESG/CDBG	\$110,000	\$0
ACAA	\$71,852	\$0
TOTAL VOUCHERS	\$857,999	\$676,147

12. TOTAL SERVICE COST/DES TOTAL COST: \$1,142,680 \$925,088

REVENUE SOURCES:		
DES - DAAS	\$925,088	\$925,088
ACAA	\$71,852	
City of Glendale	\$35,740	
City of Glendale ESG/CDBG	\$110,000	
TOTAL REVENUE:	\$1,142,680	\$925,088

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Agency: City of Glendale Community Action Program

Contract Period: 07/01/2016- 06/30/2017

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	*CAP Administrator	\$77,541	\$77,541	\$77,541
1	1.00	Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
1	0.50	Gen. Clerical	\$25,000	\$25,000	\$25,000
*Pay increase (5%)				\$3,877	\$3,877
TOTAL PERSONNEL				\$141,559	\$141,559

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 33.2716% of \$141,559)	\$47,099	\$47,099
TOTAL EMPLOYEE RELATED EXPENSES		\$47,099	\$47,099

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Temporary Employment Charges	Temporary staff support with outside vendor	\$0	\$0
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$0	\$0

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL SPACE		\$0	\$0

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL EQUIPMENT		\$0	\$0

7. MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$151.75/month 12 mos.	\$1,821	\$1,821
TOTAL MATERIALS AND SUPPLIES		\$1,821	\$1,821

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL OPERATING EXPENSES		\$0	\$0

9 <u>INDIRECT COSTS</u>				
	ITEM	BASIS	TOTAL COST	DES COST
	N/A			
TOTAL INDIRECT COSTS			\$0	\$0

10	SUBTOTAL ADMIN COST		\$190,479	\$190,479
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11. <u>VOUCHERS</u>				
	ITEM		TOTAL COST	DES COST
	CSBG Eviction Prevention		\$0	\$0
TOTAL VOUCHERS			\$0	\$0

12.	TOTAL SERVICE COST/DES TOTAL COST:		\$190,479	\$190,479
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<u>REVENUE SOURCES:</u>			
	DES - DAAS	\$190,479	\$190,479
	City of Glendale	\$0	
TOTAL REVENUE:		\$190,479	\$190,479



Legislation Description

File #: 16-218, Version: 1

RESOLUTION 5105: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX TO PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Phoenix to participate in a regional Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for training purposes.

Background

The City of Phoenix Fire Department has applied for a regional grant through the FEMA AFG Program, in the amount of \$591,726, to provide eighty hours of Incident Safety Officer System (ISOS) training to 50 personnel. If awarded this grant, the City of Phoenix will provide this training to the agencies of Buckeye, Glendale, Scottsdale and Tempe. As a pre-award condition of this grant, FEMA requires that each participating agency provide a MOU acknowledging their participation in this grant. Phoenix will solely fund the fifteen percent local match requirement and the cost of \$95 per regional attendee. Glendale will make appropriate scheduling arrangements to allow eligible fire department personnel to attend.

Previous Related Council Action

On March 24, 2015, Council approved entering into a MOU with the City of Phoenix for ISOS training.

Community Benefit/Public Involvement

This grant will provide 80 hours of additional safety officer training to eligible members of the fire department. The training focuses on fire ground tactics, strategies and safety which can help prevent firefighter and civilian injuries and/or deaths on the fire ground.

RESOLUTION NO. 5105 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

WHEREAS, the City of Phoenix Fire Department (“Phoenix”) has applied for a Federal Emergency Management Agency Assistance to Firefighters Grant, which if awarded will provide 80 hours of ISOS training for 50 attendees from the Glendale Fire Department; and

WHEREAS, the grant will allow Phoenix to provide the ISOS training to Glendale attendees without payment of tuition costs and without contribution of the 15% local match required by the grant; and

WHEREAS, ISOS training will provide important and necessary emergency training for Glendale Fire Department employees.

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 the Memorandum of Understanding (“MOU”) with the City of Phoenix administered by the Phoenix Fire Department for Incident Safety Officer System Training be entered into, which MOU 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 MOU on behalf of the City of Glendale.

[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

r_fire_mou phx.doc

MEMORANDUM OF UNDERSTANDING
Incident Safety Officer System (ISOS) Training

This Memorandum of Understanding (MOU) is entered between **Glendale Fire Department** and the City of Phoenix Fire Department, hereafter referred to as the Sponsoring Agency. The Sponsoring Agency has applied for five hundred ninety-one thousand seven hundred twenty-six (\$591,726) dollars for ISOS Training from the Federal Emergency Management Agency Assistance to Firefighters Grant (AFG) Program. If awarded this grant funding, the Sponsoring Agency will provide an eighty (80) hour ISOS training course at no cost to Glendale Fire Department for fifty (50) attendees for all regional partners collectively (Buckeye, Glendale, Scottsdale and Tempe).

Glendale Fire Department agrees to the following:

- To notify the Sponsoring Agency of the names and ranks of individuals who wish to attend the training.
- To notify the Sponsoring Agency immediately if an individual registered for training will not be able to attend as scheduled.
- To attend the training at no cost, with the exception of fringe, backfill and/or overtime which will be the responsibility of Glendale Fire Department.

The Sponsoring Agency/City of Phoenix Fire Department agrees to the following:

- To notify Glendale Fire Department of upcoming ISOS training that will be offered (date, time, location of training and number of seats available).
- To solely fund the fifteen percent (15%) local match per the 2015 AFG guidelines.
- To cover the cost of ninety-five dollars (\$95.00) per regional attendee for the eighty (80) hour course. This cost does not include fringe, backfill and/or overtime for the regional attendee which will be the responsibility of Glendale Fire Department.
- To provide, at its discretion, additional seating to additional regional partners if funding allows. This is known as an overmatch of the AFG award.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Glendale Fire Department and Sponsoring Agency have executed this Agreement by each having its authorized representative(s) affix his/her signature in the space below:

City of Phoenix, a municipal corporation
ED ZUERCHER, City Manager

By: [Signature] 02.18.2016
Kara Kalkbrenner, Fire Chief

ATTEST:

[Signature]
Phoenix City Clerk

APPROVED AS TO FORM:

[Signature]
ACTING City Attorney
BR



Glendale Fire Department

By: [Signature]
Its: Fire Chief

Executed this 30th day of MARCH 2016.



City of Phoenix
FIRE DEPARTMENT
ADMINISTRATION

April 7, 2016

Mary Eismann
6829 N. 58th Drive
Glendale, AZ 85301

Via FedEx, Tracking Number 8029 0934 6246

RE: ISOS (Incident Safety Officer System) Training – MOU enclosed for your records

Hi Mary!

Enclosed for your records is an MOU for ISOS Training with original signatures; it will become valid if the Phoenix Fire Department is awarded an Assistance to Firefighters Grant by the Federal Emergency Management Agency. Awards are anticipated to begin in late April and conclude in September 2016.

If you have any questions or need more information, please contact me at 602.256.4274 or by e-mail at cheryl.griemsmann@phoenix.gov.

Thank you,

Cheryl Griemsmann

Cheryl Toy Griemsmann
Fire Administration

Enclosure



Legislation Description

File #: 16-219, Version: 1

RESOLUTION 5106: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION FOR THE PREVENTION AND SUPPRESSION OF WILDLAND FIRES

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

Background

The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who are trained and approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters gain valuable experience with the national response system and national incident management teams. This agreement will provide the Glendale Fire Department the opportunity to provide emergency fire suppression assistance during large scale events on state lands. Costs incurred by the department while assisting in these events are reimbursed by the Arizona State Forester's Office.

Previous Related Council Action

On April 22, 2014, Council authorized the latest Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

Community Benefit/Public Involvement

By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

Budget and Financial Impacts

All costs incurred by the department while assisting with these events are reimbursed through the Arizona State Forestry's Division.

RESOLUTION NO. 5106 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COOPERATIVE FIRE RATE AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION TO PROVIDE FIRE PROTECTION TO STATE FORESTS AND WILDLANDS.

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

SECTION 1. That it is deemed to be in the best interest of the City of Glendale and the citizens thereof that the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER			
01-0859-16		KR-02-0017-LNR-FIR			
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE			
City of Glendale		Central District #4			
(2) ADDRESS		(7) ADDRESS			
6829 North 58th Drive		2901 W. Pinnacle Peak Rd			
(3) CITY, STATE, ZIP CODE		(8) CITY, STATE, ZIP CODE			
Glendale, AZ. 85301-2471		Phoenix, AZ. 85027			
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(9) PHONE			
(623)930-4400	Phx Alarm Room 602-262-6595	623-445-0274 / 800-309-7081			
(4c) FAX NUMBER	(4d) EMAIL ADDRESS	(10) ARIZONA STATE FORESTRY DIVISION WEBSITE			
(623)847-5313	firedept@glendaleaz.com	http://www.azsf.az.gov			
(5) FEDERAL EMPLOYER ID NUMBER		(11) EFFECTIVE DATES OF AGREEMENT			
86-6000247		BEGINNING 4/15/2016 ENDING 4/15/2018			
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5.			
(14) EQUIPMENT DESCRIPTION <small>List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.</small>		(15) STANDARD STAFFING	RATES		
			(16) WORK OR HRLY RATE UNIT		(17) SPECIAL RATE UNIT
a. Standard Pumper (ICS Type-1) see inventory list for vehicle id, license#, Make, Model, Year, Etc.		4	139/hr	160/hr	CAFS
b. Type 6 Engine, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		3	85/hr	98/hr	CAFS
c. Pickup 4x2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	42/day	.42/mile	
d. Pickup 4x2 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	57/day	.57/mile	
e. Pickup 4x2 1 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	65/day	.65/mile	
f. Pickup 4x4 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	45/day	.45/mile	
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (03/16) attached hereto (Exhibit A). See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit B)					
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE	
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE	

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-16		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Central District #4				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. Pickup 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	65/day	.65/mile		
h. Pickup 4x4 1 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	74/day	.74/mile		
i. Medium Duty Truck 2 ton,, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	72/day	.72/mile		
j. Medium Duty Truck 2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	78/day	.78/mile		
k. SUV 4x2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	44/day	.44/mile		
l. SUV 4x2 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
m. SUV 4x4 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
n. SUV 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	63/day	.63/mile		
o. Van 12 to 15 passenger full size, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	62/day	.62/mile		
p. ATV Quad - Large, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	100/day			
q. L7500 Box Truck or Hook Lift truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	75/hr	.75/mile		
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (03/16) attached hereto (Exhibit A). See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit B)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-16		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Central District #4				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r. Large Generator- tow behind 64 KW- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	22/hr			
s.Squad- Heavy Rescue- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
t.Hazardous Materials Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
u.Support Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
v.Ladder Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
x.Ladder Tender, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	100/hr			
y.Ambulance/Rescue (ALS), Unoperated, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		2	56/hr			
z. Utility Truck/Air Truck		1	85/hr			
aa. ALS Medical Kit		1	215/day			
bb. BLS Medical Kit		1	150/day			
cc. Support Water Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (03/16) attached hereto (Exhibit A). See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit B)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

COOPERATIVE FIRE RATE AGREEMENT NUMBER	AMEND NO.	IGA REFERENCE AGREEMENT NUMBER
01-0859-16		KR-02-0017-LNR-FIR
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE
City of Glendale		Central District #4

EFFECTIVE DATES

BEGINNING	4/15/2016	ENDING	4/15/2018
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Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.

Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (03/16) attached hereto (Exhibit A).

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
(21) STATE LAND DEPT. REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE

GENERAL PROVISIONS TO STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (03/16)

This Cooperative Fire Rate Agreement is entered into pursuant to the Cooperative Intergovernmental Agreement currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the Cooperative Intergovernmental Agreement, the Cooperative Intergovernmental Agreement shall prevail.

1. Reimbursement for expenses incurred under this Agreement follows the most recent version of the Interagency Business Management Handbook (the "Yellow Book"). Cooperators under this Agreement are treated as Cooperators under the Handbook. In the event of a conflict between the Handbook, this Rate Agreement, and/or the Cooperative Intergovernmental Agreement ("IGA"), the IGA shall prevail, followed by this Rate Agreement.

2. Resources assigned under this Agreement remain employees or property of the Cooperator and are subject to Cooperators supervision and control and are covered by Cooperators workman's compensation and insurance.

3. **Safety.** Resources assigned under this Agreement are expected to follow National Wildland Coordinating Group standards ("NWCG Standards") for training, equipment, and operations. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

(a) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.

(b) Current NWCG Qualifications Standards including the 3-22-04 NWCG Initial Action Clarification Memo apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.

(c) Fire department personnel must be a minimum of 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.

4. **Equipment Requirements.** Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

(a) **Personal Protective Equipment.** Cooperators must supply and utilize the following minimum required

personal protective equipment for wildfire response: hardhat, eye protection, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, hearing protection, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

(b) **Condition of Equipment.** Equipment furnished under this Agreement will be equipped to the standards listed in the State Required Equipment Guide 2014. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with the State Required Equipment Guide 2014 may be rejected by the incident. The incident may allow the Cooperator to correct deficiencies within 24 hours. No reimbursement will be made for rejected equipment.

(c) **Standard Staffing.** Cooperators will be reimbursed for the NWCG identified minimum staffing level plus 1 person for engines, and NWCG minimum staffing for water tenders. The State may order or request staffing that differs from this value. To obtain reimbursement for staffing in excess of the Arizona standards the request for additional staff must be documented in the Resource Order accompanying the assignment.

(d) **Operating Supplies.** Operating supplies are to be provided by the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator.

5. Equipment Damage.

(a) **Repairs.** Repairs to equipment shall be made and paid by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.

(b) **Equipment Damaged on Incident.** Equipment that cannot be repaired at the site of work by the Cooperator or by the incident, within 24 hours, may be considered as being withdrawn by the Cooperator. Cooperator may be reimbursed for the normal costs of returning equipment and/or personnel to the Home Unit as promptly as emergency conditions will allow. Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

(c) **Loss, Damage or Destruction.** Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is

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in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees, or (d) when the loss, damage, or destruction incurred prior to check-in at an incident, or after release from an incident.

- (d) Claims. Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122), must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on an ICS Form 213, General Message Form, of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt. The written description must be signed by incident supervisory personnel or the State of Arizona Representative. Compensation for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. Time Eligible for Reimbursement. The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit, and ending when that resource returns to its Home Unit, unless an allowance for refurbishment and/or rest and recuperation applies.

- (a) Home Unit. For travel to and from the incident, the Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence. When equipment or personnel are moved from one incident directly to another incident, Cooperator must submit separate bills for each incident, and will be reimbursed for travel between the incidents.
- (b) Refurbishment/Rehabilitation. Refurbishment/rehabilitation ("rehab") will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. The State Forester anticipates that most rehab will occur prior to the resource leaving the incident. However, Cooperators may be reimbursed for personnel time only for rehab after return to the home station. Cooperators will not be reimbursed for rehab time that exceeds 1 hour for engines, ½ hour for water tenders, and 2 hours for crews. Equipment daily rates will not be paid for rehab time. Vehicle types not listed above are not eligible for rehab time. Reimbursement for rehab time that exceeds these time frames must be approved by the Arizona State Forester's representative in advance and in writing, and such approval must be presented with the invoice.

- (c) Rest and Recuperation (R & R). Cooperator will be reimbursed for personnel R & R after return home from a 14 day assignment (exclusive of travel), under the following conditions: 1) Cooperating agency must have a Policy that allows for R & R and that policy must comply with NWCG Standards as laid out in the Incident Business Management Handbook and filed with the State Forestry Office before the beginning of the incident to be considered; and 2) the work calculator sheet shall be submitted with the invoice.

- (d) For R & R that occurs in place on an incident, Cooperator will be reimbursed up to 8 hours of base pay per day, meals and hotel costs, if any, and the daily equipment rate. Costs of previously rented and authorized rental vehicles will also be covered. Home shift hours are not applicable to R & R in place but backfill for additional hours is permitted.

- (e) Excessive Work Hours. Work shifts exceeding sixteen (16) hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident commander.

Excessive work hour limitations do not apply while in travel status (before checking in at the incident or after checking out). Note that excessive travel hours may be subject to incident driving regulations or other limitations. All excessive hours must be mitigated by adequate rest as soon as possible.

7. Equipment. Cooperator may be reimbursed only for equipment listed on the Cooperative Fire Rate Agreement and at the rates listed on that Agreement. Vehicles will be reimbursed at the rates set in the current "Equipment Rates for Cooperative Fire Rate Agreements". Equipment may be designated to be paid an hourly rate or a daily rate on the Cooperative Fire Rate Agreement. Alternatively, Cooperator may designate equipment under an all-inclusive rate as described in 11(f) below.

- (a) Transportation of Equipment. When apparatus is being transported (lowboy), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).

- (b) The hourly rate is intended to reimburse the Cooperator for the costs of operating the vehicle, including the costs of fuel and maintenance. If indicated on the Cooperative Fire Rate Agreement, equipment listed under the daily rate may charge a mileage rate in addition to the daily rate. Equipment does not take a break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate. However, Cooperator will not be reimbursed for days that equipment reimbursed with a daily rate is not

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transported or used.

- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.
- (d) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. Agency vehicles left at the airport for the duration of the assignment will be reimbursed only for the cost of long term parking and mileage. No hourly/daily rate will be paid.
- (e) Crew Swaps. Equipment is assigned with the understanding that it may be on assignment for 14 days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of 14 days unless prior approval by the Arizona State Forester's representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle.
- (f) Additional Equipment including ALS and BLS Kits. Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's Cooperative Fire Rate Agreement.
- (g) Inoperable Equipment. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.
- (h) If the Cooperator withdraws equipment prior to being released by the incident, Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from the Arizona State Forester's representative, and such approval is submitted with the invoice.
- (i) Daily Rate Equipment. Daily Work Rates/Mileage Rates should be documented in column 16-17 of FM 104. Daily rates shall be used for light duty non-tactical vehicles, command vehicles, ATVs/UTVs and miscellaneous equipment. Reimbursement will be made on the basis of calendar days. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. Current State equipment rate sheets will be utilized to set these rates. Cooperator will not be reimbursed for days that the equipment that is not transported or used.

8. Personally Operated Vehicles (POVs). POVs not signed up on the Cooperative Fire Rate Agreement may not be used to transport personnel to an incident. POVs signed up on the Cooperative Fire Rate Agreement will be reimbursed pursuant to section 7 above. POVs not signed up on the Cooperative Fire Rate Agreement may be used to transport personnel to the airport if this is the most economical method of travel. POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. Cooperator may also be reimbursed for

reasonable costs of parking pursuant to the State travel policy (Topic 50, Section 95, Title 3 Airport Parking). No parking fees will be reimbursed if return travel occurs on the same day. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles.

9. Timekeeping. Time will be recorded in military time and to the nearest quarter hour.

10. Invoices. Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically in the form provided by the State and must be signed by an authorized Cooperator's representative. Invoices must be submitted to the State within the time frame specified in the Intergovernmental Agreement. Invoices received outside this timeframe may be subject to refusal. Separate invoices should be completed for each incident. Invoices must contain the following information and attachments:

- (a) Unique invoice number, three letter fire district code and incident number. Cooperator should assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and, for in-state fires, the AFC code, and for out-of-state fires the P-code.
- (b) Time information. Fire Time Reports (Federal Form OF288) and/or Emergency Equipment Use Invoices (Federal Form OF286) must be submitted. Any hours submitted for reimbursement not documented on an OF-288 or OF-286 must be supported by Crew Time Reports and/or Emergency Equipment Shift Tickets. If the incident does not supply OF288s or OF286s, completed Crew Time Reports (Federal Form SF261) and/or Emergency Equipment Shift Tickets (Federal Form OF297), signed by the Incident Commander, Immediate Supervisor or Arizona State Forester's representative must be submitted to qualify time for reimbursement, along with a filled-out work calculator sheet. Travel time from the incident to the Home Unit may be documented on Crew Time Reports and/or Emergency Equipment Shift Ticket signed by the Cooperator's authorized representative.
- (c) Meals and Lodging information. Cooperator will be reimbursed for meals and lodging pursuant to State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel. Cooperator should submit a spreadsheet showing meal and lodging expenses. Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. See additional information below.
- (d) Supply purchases. Itemized receipts and resource order form with order #'s for authorized supply purchases are required and subject to state review.
- (e) Resource orders. Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement.

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(f) Claims. Claims for damages to equipment should be submitted separately.

(g) AZSF Approval. Where this agreement requires approval from an Arizona State Forester's Representative, such approval may be obtained from the State Forestry Representative assigned to the fire, or from the Arizona State Forestry District Manager for the area where the Cooperator is located, or from the Arizona State Forestry Fire Management Officer. Such approval should be documented in writing (email is sufficient) and must be included with the invoice.

(h) Unusual Circumstances. If Cooperator encounters unusual circumstances that make compliance with the terms of these General Provisions impossible, Cooperator should consult with an Arizona State Forester Representative as to how to accommodate the situation.

11. Reimbursements.

(a) Special Work Rates. If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate. In-State planned event default personnel rates will be as provided in this section without allowance for excess costs due to backfill or coverage.

(b) Career Personnel Rates. Cooperator shall charge actual labor expenses including eligible overtime and employer related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the pay schedule shall accompany this Agreement. Pay schedule revisions occurring during the agreement period will be provided to the State. Non budgeted costs incurred by fire departments for required backfill or coverage will be eligible for reimbursement.

(c) Volunteer and Supplemental Personnel Rates. Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the Arizona State Forester's Emergency Pay Plan For Seasonal Hires for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven day work week beginning the first day of the incident, e.g., Monday through Sunday. Overtime will be paid for hours in excess of 40 hours.

(d) Employer Related Expenses (ERE). Employer Related Expenses covered for time while on the assignment will be as follows:

- Workers Compensation
- Unemployment Insurance
- FICA taxes
- Employee Insurance
- Retirement
- Long term disability

Note that when calculating the rate for overtime,

insurance expenses are not included.

(e) Special Wildland Fire Incentive Fees. Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

(f) All Inclusive Rates. If agreed to by AZSF and Cooperator and included on the Cooperator's "Cooperative Fire Rate Agreement", Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the "Cooperative Fire Rate Agreement" is binding for the year it is applicable and must be used unless the "Cooperative Fire Rate Agreement" is amended.

(g) Administrative fees. Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices for the state. Reimbursement may not exceed the actual hours incurred during the initial preparation of the original invoice submitted to the State Forester's Office for fire suppression activities as outlined in the Cooperators agreement. These fees will be reimbursed at the employee's normal, base rate of pay times the number of hours incurred to complete the original invoice. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperator may seek reimbursement for reasonable costs incurred if Cooperator's invoices are prepared by Cooperator's contractor (for instance, an accountant or CPA).

(h) Meal and Lodging Expense Reimbursement. Arizona State Forestry is governed by State Policy in how it reimburses non-State employees for travel expenses incurred while on State related business. State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel provides the direction that State Forestry is required to follow. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred, and are not per-diem rates.

(i) Meals. Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of deployment, whether in travel status or on an incident for any in state incident. After the first 12 hours, meals may be reimbursed if: 1) the request complies with applicable portions of the State travel policy (Topic 50, Section 25, paragraphs 12 – 12.2.5); 2) the allowed amount of gratuity for reimbursement must not exceed 20% of the total cost of meal plus taxes, and when combined with the total cost of the meal plus taxes it does not exceed the state allowed maximum rate in order to be fully reimbursed; 3) the incident is not providing meals; 4) receipts are kept on file by the Cooperator and produced for audit as requested by State Forestry; and 5) if meals are on individual receipts Cooperator will be reimbursed for the

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actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.

retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.

(ii) Lodging. A Cooperator may only be allowed in-state lodging reimbursement by State Forestry if their resource order allows lodging, or if the State Representative gives permission in writing. If permission is given by the State Representative for in-state lodging, then that written document must accompany the Cooperator's invoice as backup or reimbursement may be denied. Any approved lodging (in-state or out of state) shall be reimbursed according to current State travel policy and only for actual costs incurred up to the stated maximum rate for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by State Forestry. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice.

(g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

(h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this Contract.

(i) Rental Vehicles. Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, Cooperator will not be reimbursed for additional insurance purchased. For out of state only, Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance. Please note that at all times resources ordered under this Agreement remain the employees of Cooperator, and Cooperator's insurance coverage is responsible. For this reason, Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State.

(j) Miscellaneous. Reimbursement for miscellaneous costs listed on the resource order will be at the discretion of the State.

12. General provisions.

(a) Disputes. In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

(b) Termination. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.

(c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.

(d) Audit. Within a 5 year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.

(e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.

(f) Pursuant to A.R.S. § 35-214, the Cooperator shall

Exhibit B

Sedans						
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG License Plate
3320A15	2005	FORD	TAURUS		\$40/day \$.40/mile	1 G-605DY
3320A151	2006	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-514EN
3320A21	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-310EM
3320A22	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-309EM
3320A23	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-308EM
3320A25	2008	FORD	CROWN VICTORIA		\$40/day \$.40/mile	1 G-600EX
3320A28	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-700FG
3320A29	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-057FM
3320A30	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-062FM
3320A31	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-056FM
3320A34	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-689HL
3320A35	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-690HL
3320A36	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-691HL
Light Duty Trucks 1/2 Ton & 3/4 Ton						
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG License Plate
3320B03	2006	CHEVROLET	C1500 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-725EH
3320B04	2006	FORD	F150 Ext Cab 1/2 ton 4x2	Resource	\$42/day \$.42/mile	1 G-748EP
3320B10	2006	FORD 4x4	EXPEDITION 1/2 ton 4x4	TLO	\$54/day \$.54/mile	1 G-716EP
3320B11	2008	FORD	F250 3/4 ton 4x2	TLO	\$57/day \$.57/mile	1 G-515EZ
3320B12	2008	FORD	F250 3/4 ton 4x2	TA	\$57/day \$.57/mile	1 G-517EZ
3320B13	2008	FORD	F250 3/4 ton 4x2	Resource	\$57/day \$.57/mile	1 G-009FA
3320B15	2008	FORD	F150 1/2 ton 4x2	TA	\$42/day \$.42/mile	1 G-027FA
3320B16	2008	FORD	F150 Ext Cab 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-663FG
3320B17	2010	FORD	F150 Ext Cab 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-639FV
3320B18	2010	FORD	E150 Panel Van	Resource	\$42/day \$.42/mile	1 G-678FV
3320B19	2011	FORD	F150 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-924FW
3320B20	2011	FORD	F150 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-549GD
3320B21	2006	FORD	F150 1/2 ton 4x2	EMS	\$42/day \$.42/mile	1 G-733EP
3320B29	2008	FORD	EXPLORER 1/2 ton 4x2	Admin	\$44/day \$.44/mile	1 G-053FM

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VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320C21	2008	FORD 4x4	F550 4X4	gal/gpm/foam 300/125/ CAFS Yes	\$85/hour+\$13/CAFS	3+1	G-623FG
3320C34	2015	FORD 4x4	F550 4x4	300/125/CAFS Yes	\$85/hour+\$13/CAFS	3+1	G-332HF
Type 1 Engines							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320D05	2003	E-ONE	HUSH	500/1500/yes	\$139/Hour	4	G-811DF
3320D17	1995	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-510BD
3320D18	1995	E-ONE	HUSH C900	500/1500/yes	\$139/Hour	4	G-532BD
3320D19	1995	E-ONE	Hush	500/1500/yes	\$139/Hour	4	G-343BE
3320D20	1995	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-533BD
3320D22	1997	EONE	H160	500/1500/yes	\$139/Hour	4	G-116BL
3320D23	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-155DY
3320D24	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-154DY
3320D25	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-602DY
3320D26	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-164DY
3320D28	2005	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-144EX
3320D29	2005	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-879ES
3320D31	2009	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-626FV
3320D32	2009	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-655FV
3320D38	2014	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-331HF
3320D39	2015	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-380HJ
3320D43	2015	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-379HJ
Heavy Duty							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320D02	2000	EONE	75 Ft LADDER		\$200/hour	4	G-416CP
3320D06	2004	EONE	BRONTO		\$125/hour	4	G-664DY
3320D21	1997	EONE	H160	Ladder Tender	\$100/hour	4	G-919BM
3320D27	2005	FREIGHTLINER	ALF	SQ 159-Heavy Rescue	\$200/hour	5	G-713EH
3320D30	2008	SPARTAN	LADDER TENDER		\$100/hour	4	G-650FG



Legislation Description

File #: 16-233, Version: 1

RESOLUTION 5107: AUTHORIZATION TO ADJUST RATES FOR MULTIPLE FRONT LOAD BINS FOR SOLID WASTE COLLECTION SERVICE

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 adjusting the rates for multiple front load bins for solid waste collection service provided by the City of Glendale, effective June 1, 2016.

Background

The city has provided front load solid waste collection service for more than 30 years. Front load bins range in size from 2 to 8 yard metal refuse containers, and are provided by the city to commercial and multi-family residential customers for a fee. The existing rate structure charges a fixed amount per bin based on the bin size and frequency of collection.

The Solid Waste Management (Sanitation) division is an Enterprise Fund operation and revenue is collected in the form of user fees to cover operational and capital expenses. Staff have examined operating expenses and revenue collection for the front load solid waste collection service area and have determined that there is an opportunity to adjust the rates for multiple bins on the same property to more accurately reflect the cost of service. This action will lower the city's rates for multiple front load bins service only. Front load service rates have not been adjusted since 2008.

Analysis

The fee for service, per bin, will reduce for those customers with 3 or more bins located on one property and billed as a multi-bin service. This change in rates will more accurately reflect the actual cost to the Solid Waste Management division. This rate adjustment is needed to remain competitive with market conditions as private solid waste collection firms offer similar multiple front load bins rate reduction.

Staff from Public Works analyzed the cost of service of front load solid waste collection operations and were able to realize efficiencies by grouping customers geographically to offset potential reductions in revenue. These efficiencies are valued at approximately \$300,000 in annual cost savings.

Previous Related Council Action

On May 27, 2008, Council adopted a resolution adjusting rates for sanitation and landfill disposal services, with an effective date of July 1, 2008. At that time, rates for front load bins were increased by 10% for 2 and 3

cubic yard bins and by 6% for 4, 6, and 8 cubic yard bins.

Community Benefit/Public Involvement

A rate adjustment will allow the front load solid waste collection service to remain competitive with market conditions and ensure Glendale residents and businesses are offered efficient, cost-competitive services. Per Arizona Revised Statute 9-499.15, the proposed rate adjustment was posted on the home page of the city's website for 60 days beginning on March 22, 2016.

Budget and Financial Impacts

The proposed rate adjustment for front load bins for solid waste collection would decrease the monthly service fee for those customers with 3 or more bins on one property. This adjustment, with the current customer base, would decrease the annual revenue collection by \$157,056.

RESOLUTION NO. 5107 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADJUSTING RATES FOR MULTIPLE FRONT LOAD BINS; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That pursuant to Glendale City Code, Part II, Chapter 18, Article III, Div. 3 Fees, Sec. 18-141, the City establishes the following fees for collection and disposal of refuse in Front Load Bins.

Different rates are charged depending on the size of the bin, number of collection services per week, and the number of bins on the property. Monthly bin rates for refuse as follows:

One & Two Bins on Property, per bin and size (capacity)					
Collections per Week	Two Cubic Yards	Three Cubic Yards	Four Cubic Yards	Six Cubic Yards	Eight Cubic Yards
1	\$43.91	\$47.76	\$49.22	\$64.63	\$81.74
2	56.25	85.14	91.96	119.68	157.58
3	86.58	121.60	137.04	170.63	224.84
4	120.89	168.58	183.56	237.14	311.79
5	138.79	196.74	210.36	272.63	358.61
6	200.53	256.73	267.94	359.00	470.75
7	246.60	306.97	312.58	423.69	554.14

Three to Four Bins on Property, per bin and size (capacity)					
Collections per Week	Two Cubic Yards	Three Cubic Yards	Four Cubic Yards	Six Cubic Yards	Eight Cubic Yards
1	\$39.78	\$43.63	\$45.09	\$60.50	\$77.61
2	47.98	76.87	83.69	111.41	149.31
3	74.18	109.20	124.64	158.23	212.44
4	104.35	152.04	167.02	220.60	295.25
5	118.12	176.07	189.69	251.96	337.94
6	175.72	231.92	243.13	334.19	445.94
7	217.66	278.03	283.64	394.75	525.20

Five or more Bins on Property, per bin and size (capacity)					
Collections per Week	Two Cubic Yards	Three Cubic Yards	Four Cubic Yards	Six Cubic Yards	Eight Cubic Yards
1	\$34.83	\$38.68	\$40.14	\$55.55	\$72.66
2	38.10	66.99	73.81	101.53	139.43
3	59.35	94.37	109.81	143.40	197.61
4	84.59	132.28	147.26	200.84	275.49
5	93.41	151.36	164.98	227.25	313.23
6	146.08	202.28	213.49	304.55	416.30
7	183.07	243.44	249.05	360.16	490.61

SECTION 2. That the adopted rates and fees set forth in Section 1 shall be effective June 1, 2016.

SECTION 3. That the adopted rates and fees apply to Front Load Bins collected and serviced per property only. All other collection containers serviced by the City shall be charged pursuant to a different rate schedule, which shall also be set and adopted by the City Council.

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



Legislation Description

File #: 16-202, Version: 1

RESOLUTION 5108: AUTHORIZATION TO ADOPT A RESOLUTION EXPRESSING SUPPORT, IDENTIFYING PREFERENCES AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE HIGH CAPACITY TRANSIT STUDY LEADING ROUTE ALTERNATIVE

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 expressing support and identifying preferences and next steps for the West Phoenix/Central Glendale (WPCG) High Capacity Transit Study including:

- Set aside all previously studied routes and advance the leading route alternative identified as Camelback/43rd/Glendale/Glenn;
- Identify light rail as the preferred mode of transit;
- Continue study of station locations, traffic configurations, design analysis of the Glendale/Glenn transition near 51st Avenue, and an analysis of the feasibility of a Grand/BNSF crossing (refined end of line station); and,
- Work towards development of a formal agreement with the City of Phoenix for funding the local share of the project and ongoing operations.

Background

In 2001, the voters of Glendale approved a dedicated half-cent sales tax to fund a comprehensive transportation program known as the Glendale Onboard! (GO) Transportation Program. Maricopa County voters also approved transportation funding for the regional transportation plan in 2004. These ballot initiatives included plans outlining a project and matching funds for a light rail corridor from Glendale's eastern border at 43rd Avenue to downtown Glendale. Based on these successful elections, the city and regional transportation plans include funding to complete a five mile high-capacity transit corridor in Glendale by 2026.

Valley Metro, with the cities of Glendale and Phoenix, and the Maricopa Association of Governments (MAG), are in the final stages of the WPCG High Transit Capacity Study. The technical analysis of potential corridors between Camelback Road and Northern Avenue, from 19th Avenue to 59th Avenue, is complete and a leading route alternative has been identified.

Analysis

The purpose of this evaluation is to establish a preferred alignment and type of transit. There is potential for over fifty percent (50%) of the capital funding to come from federal sources; therefore, it is in the best

interest of the project to develop an alignment and mode combination that creates the greatest competitive advantage as our region competes for these limited funds while meeting the local vision for high-capacity transit. The results of the technical analysis, which includes ridership projections, right-of-way and traffic impacts, estimated cost and construction impacts, station impacts and opportunities, and economic development and job creation impacts, in conjunction with public input received, are the basis of the recommended leading preferred alternative.

The recommended leading route alternative represents an expansion from the original planned project to now include a seven mile corridor that begins in Phoenix near 19th Avenue and Camelback Road, travels west on Camelback Road to 43rd Avenue, and then north on 43rd Avenue to Glendale Avenue. At Glendale Avenue the project turns west along Glendale Avenue to 51st Avenue. Between 51st and 52nd Avenues, the alignment shifts from Glendale Avenue to Glenn Drive, where the project continues west to its terminus. The recommended leading route alternative follows the Downtown Glendale Community Working Group's (CWG) advisory recommendation of a double-track light rail alignment on Glenn Drive, connecting to Glendale Avenue in the area near 51st Avenue. This recommendation was also unanimously supported by the city's Citizens Transportation Oversight Commission.

The proposed alignment includes three areas that require further detailed analysis and refinement - the I-17 crossing area, the transition from Glendale Avenue to Glenn Drive near 51st Avenue and the end of line station in downtown Glendale. The results of this analysis along with a review of traffic lane configurations, station locations, and a cost sharing concept agreement with the City of Phoenix will be brought to City Council for future discussion and possible action.

The success of the project is subject to the continued cooperation and support of the City of Phoenix. The City of Phoenix is planning to vote on the alignment and mode for the project following the additional design analyses at I-17, Glendale/Glenn, and Grand Avenue as well as the identification of station locations and traffic configurations.

Previous Related Council Action

At the March 1, 2016 Council Workshop, the Departments of Public Works, Planning, Economic Development, and Valley Metro staff presented an update on the project and received direction to proceed with bringing forward a resolution for City Council action.

At the March 17, 2015 Council Workshop, the Departments of Public Works, Planning, Economic Development, and Valley Metro staff presented information on the regional light rail system and the impacts on economic development, land use, and regional mobility. City Council directed staff to form a Downtown Glendale CWG to seek input related to the downtown route options.

At the May 6, 2014 Council Workshop, Valley Metro presented an update on the routes under consideration during the first stage of the study. Staff also provided two informational memos to City Council: in July 2014 (Update Number 3) and in October 2014 (Update Number 4) providing updates on the results that narrowed the route options and gave an overview of the downtown routes under consideration.

At the October 15, 2013 Council Workshop, staff presented an update on the study with preliminary corridor

findings. Valley Metro staff outlined the benefits and impacts of light rail and the steps the city can take to make this a successful project. Staff provided an initial informational memorandum to Council on August 2, 2013, and followed up with two update memos on August 30, 2013 (Update Number 1) and September 11, 2013 (Update Number 2)

At the October 30, 2012 Council Workshop, Transportation Services and Valley Metro staff presented findings from a previous light rail study stating that the first priority for Glendale light rail should include a corridor to downtown Glendale. City Council directed staff to proceed with the next step in the process, which was to complete an Alternatives Analysis to develop a Locally Preferred Alternative that identifies a high-capacity transit system best suited for the corridor.

Community Benefit/Public Involvement

Light rail provides a variety of benefits, from transportation options to community investment opportunities. The preferred alignment encompasses some of the busiest bus routes in the region, which should continue to grow with changing travel patterns of younger and older generations who have demonstrated a desire for improved transit options.

Light rail also spurs investment and can be a catalyst for economic redevelopment along a corridor. The original regional 20-mile light rail “starter segment” cost \$1.4 billion to complete, but has generated an estimated \$8.2 billion in private investment along the light rail corridor. In addition, light rail can save money for Glendale commuters who choose to use the system, as automobile ownership and related costs are reduced or eliminated. Lower levels of vehicle use can also lead to environmental benefits such as reduced pollution.

The public participation process has offered opportunities for public input from stakeholders, citizens, and businesses. Valley Metro held 10 public meetings in both Glendale and Phoenix. Over 100 outreach events were conducted in Glendale to receive public input. Feedback from public meetings held in January 2016 indicate there is overall support for the recommended route, with potential economic development benefits, preservation of Glendale Avenue in downtown, access to educational facilities and downtown being cited as positives. Those opposed to the project expressed concerns about construction impacts and did not support the destination of downtown Glendale. As the project continues, additional opportunities will be available for the public to receive information and share their comments.

Budget and Financial Impacts

The Alternatives Analysis is funded with regional public transportation funds and therefore does not impact the current Glendale budget.

The overall project cost estimate will be refined as part of the project development and will be brought back to City Council for action in a future meeting.

RESOLUTION NO. 5108 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXPRESSING ITS SUPPORT AND IDENTIFYING PREFERENCES AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE (WPCG) HIGH CAPACITY TRANSIT STUDY.

WHEREAS, the City of Glendale voters supported Proposition 402, which is a funding source for the GO! Transportation Program. The plan included a light rail connection to downtown Glendale; and

WHEREAS, the voters of Maricopa County supported Proposition 400, which outlined a comprehensive regional transportation plan including streets, freeways, and transit improvements. A light rail connection to downtown Glendale was incorporated into this plan; and

WHEREAS, the most recent regional Transit Life Cycle Program includes funding to complete a five mile high-capacity transit corridor in Glendale by 2026; and

WHEREAS, significant public input was received through an extensive outreach effort consisting of 10 public meetings, as well as presentations at approximately 105 other community meetings and events; and

WHEREAS, the Community Working Group, consisting of 47 members formulated at the request of the Glendale City Council, studied the proposed downtown alignments and made an advisory recommendation for a double-track light rail alignment in downtown Glendale on Glenn Drive connecting to Glendale Avenue in the area near 51st Avenue, continuing west on Glenn Drive with a terminus near 58th Avenue; and

WHEREAS, the Glendale City Council-appointed Citizens Transportation Oversight Commission voted unanimously to support:

- The Community Working Group advisory recommendation regarding the downtown Glendale route; and
- Light rail transit as the mode for high capacity transit to downtown Glendale; and
- A connection to the existing light rail system at 19th Avenue and Camelback Road, continuing west on Camelback Road to 43rd Avenue, north on 43rd Avenue to Glendale Avenue, and west on Glendale Avenue and Glenn Drive to downtown Glendale; and

- Additional study on design elements including station locations, traffic configuration, I-17 crossing near Camelback Road, transition from Glendale Avenue to Glenn Drive in downtown Glendale near 51st/52nd Avenues, and additional study of end-of-line options, including considering a Grand Avenue/BNSF railroad crossing; and
- The development of a cost sharing agreement with the City of Phoenix for the local share of project costs.

WHEREAS, the City Council has identified and provided consensus on the following items:

- Set aside all previously studied routes and advance the leading route alternative identified as Camelback Road/43rd Avenue/Glendale Avenue/Glenn Drive; and
- Identify light rail as the preferred mode of transit; and
- Continue study of station locations, traffic configurations, design analysis of the Glendale Avenue/Glenn Drive transition near 51st Avenue, and an analysis of the feasibility of a Grand Avenue/BNSF railroad crossing (as well as a potential refined end-of-line station); and
- Develop a formal agreement with the City of Phoenix for funding the local share of the project and ongoing operations costs.

WHEREAS, the city understands and acknowledges that the final project details, designs and funding, is subject to future actions by the governing boards of the City of Glendale and the City of Phoenix as well as Valley Metro and the Maricopa Association of Governments.

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

SECTION 1. That the Council by this Resolution expresses its support for the following items:

- Setting aside all previously studied routes and advancing the leading route alternative identified as Camelback Road/43rd Avenue/Glendale Avenue/Glenn Drive; and
- Identifying light rail as the preferred mode of transit; and
- Continuing to study station locations, traffic configurations, and design analysis for the Glendale Avenue/Glenn Drive transition near 51st Avenue, and performing an analysis of the feasibility of a Grand Avenue/BNSF railroad crossing (as well as a potential refined end-of-line station); and

- Developing a formal agreement with the City of Phoenix for funding the local share of the project and ongoing operations.

SECTION 2. That the City Manager or designee is authorized to effectuate the items described in Section 1 of this Resolution.

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
p_transit_light rail.doc

MEMO



To: City of Glendale

From: Valley Metro

Date: February 19, 2016

Re: *West Phoenix/Central Glendale Transit Corridor Study
Recommendation for Leading Preferred Alternative*

Valley Metro, in cooperation with the cities of Phoenix and Glendale and the Maricopa Association of Governments (MAG), has conducted the West Phoenix/Central Glendale Transit Corridor Study. The study has been completed and recommends light rail transit on Camelback Road, 43rd Avenue, Glendale Avenue, and Glenn Drive as the leading preferred alternative.

Background

The Regional Transportation Plan identifies a five-mile West Phoenix/Central Glendale (WPCG) corridor in Glendale and Phoenix, Arizona as a future high capacity transit (HCT) route and part of the regional HCT system adopted in 2004. This corridor would connect the existing light rail transit (LRT) line at 19th Avenue with downtown Glendale.

In 2013, Valley Metro in partnership with cities of Phoenix and Glendale initiated a transit corridor study for the West Phoenix/Central Glendale area to identify HCT service options to connect downtown Glendale to the existing light rail system. The purpose of the WPCG Transit Corridor Study is to determine the type of transit and route that will best meet mobility needs by providing a dependable and efficient service to connect employment, activity centers, educational facilities, and residential areas in West Phoenix and Central Glendale.

Transit Corridor Study Process and Outcomes

Between 2013 and 2015, the cities of Phoenix and Glendale and Valley Metro screened a variety of alternatives for transit technologies and routes between 19th Avenue and downtown Glendale. Valley Metro has completed three levels of technical analysis, evaluating numerous criteria such as: population densities, employment and activity centers, ridership potential, potential right-of-way and traffic impacts, economic development potential, and cost. Public input was collected throughout the study process.

The primary advantages of the recommended alternative are its comparably high level of estimated ridership and cost-effectiveness, and direct connections with educational facilities such as Grand Canyon University and Alhambra High School. In addition, LRT investment in this corridor would support a relatively high level of economic development opportunities consistent with local initiatives.

The recommendation defines LRT as the preferred transit type and identifies an approximately seven-mile route to advance for further planning and design. The recommendation includes two areas where further study is needed to determine the final route:

- I-17 crossing – route options are under consideration to cross I-17 along or near Camelback Road. This area is subject to ongoing study by Arizona Department of Transportation (ADOT) and MAG and will be advanced in collaboration with those agencies as well as community stakeholders, including Grand Canyon University.
- Transition from Glendale Ave. to Glenn Drive in Downtown Glendale – route options are under consideration to refine the conceptual design in this area.

Valley Metro is conducting ongoing analysis of traffic configuration and potential station locations. Valley Metro is also analyzing the end-of-line location, and whether a terminus on the west side of Grand Avenue would result in additional project benefits.

Community Outreach

As part of the planning process, Valley Metro hosted 10 public meetings through the end of January 2016. These meetings were advertised using newspaper ads, door hangers, fliers, emails, and social media notifications and coordination with both cities to maximize communication efforts. In addition to public meetings, Valley Metro attended and presented at numerous community events and stakeholder group meetings. Overall, Valley Metro participated in over 115 events throughout the planning study.

In May 2015, the City of Glendale and Valley Metro formed a Community Working Group (CWG) to review route options in downtown Glendale (i.e., west of 51st Avenue). The group was charged to develop an advisory recommendation for the Glendale City Council and Valley Metro on a route in the downtown Glendale area. After creating evaluation criteria and studying numerous route options, the CWG provided an advisory recommendation for a downtown Glendale route, which is reflected in the recommended route.

Capital and Operating Costs

The recommended route is a seven-mile route that includes about 3 miles on Camelback Road in the City of Phoenix, 2 miles on 43rd Avenue (which forms the boundary between the cities of Phoenix and Glendale), and about 2 miles on Glendale Avenue and Glenn Drive within the City of Glendale. Federal funding sources are anticipated to provide up to 50% of the capital costs, and regional PTF funds would be utilized for regional facilities such as bridge structures, park-and-rides, and project vehicles as well as relocation of non-prior rights utilities. The remainder of the capital costs would be locally funded by the cities. It is anticipated that City of Phoenix would fund about 4 miles (3 miles on Camelback Road plus northbound miles on 43rd Avenue) in local share of the capital costs. The City of Glendale would provide the remaining 3 miles to fund capital costs. Operations and maintenance costs will be funded locally and allocated based on the number of miles within each jurisdiction.

Next Steps

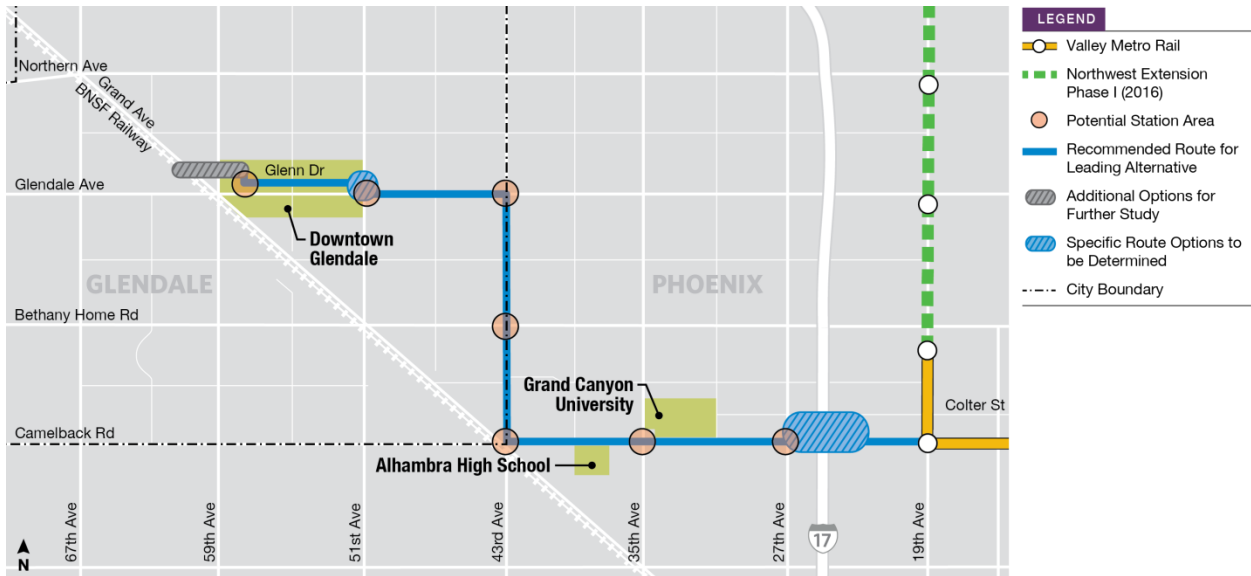
Upon receiving City Council approval to proceed with the recommended route as the leading alternative, staff will complete the analysis of the pending items. The results of the remaining analysis will be presented to City Council for approval as a final Locally Preferred Alternative (LPA) recommendation. The LPA recommendation would be taken to the Valley Metro Rail Board and MAG Regional Council for action and incorporation into the RTP upon approval. A major amendment to the RTP is required and would be initiated after MAG Regional Council action.

Recommendation

The study identified the following recommendations (see attached map):

1. A leading preferred alternative for the West Phoenix/Central Glendale project of light rail transit connecting to the existing light rail system at 19th Avenue and Camelback Road, continuing west to 43rd Avenue, north on 43rd Avenue to Glendale Avenue and west on Glendale Avenue and Glenn Drive to downtown Glendale.
2. Conduct additional transit study efforts to address station locations and the following design refinements:
 - Transition into downtown Glendale west of 51st Avenue
 - I-17 crossing along or near Camelback Road
 - End-of-line station location

Recommended Leading Preferred Alternative





Legislation Description

File #: 16-242, Version: 1

ORDINANCE 2988: REZONING (ZON) APPLICATION ZON15-12 (ORDINANCE) HONOR HEALTH - 6220 WEST BELL ROAD (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance for ZON15-12, a rezoning application from C-O (Commercial Office) to G-O (General Office).

Background

The property is designated as Office on the General Plan. The property is approximately three acres in size. A design review application (DR15-07) was approved in 2015 which permitted construction of a 28,000 square foot medical office building which opened in December 2015. Primary vehicular access is provided from Bell Road. The property is fully developed and no modifications to the site are planned.

The anticipated uses at this facility include primary care, intermediate care, medical imaging, physical therapy, rehabilitation, and other specialized areas of medicine. The facility will be open seven days a week with extended hours. It is anticipated to have between 40 and 100 employees. Anticipated overnight stays will vary between 5 and 50 patients. The overnight staff will vary from 10 to 75 people.

Analysis

Staff recommends that ZON15-12 be approved. The proposal is to rezone the property to G-O to permit overnight stays. The proposed rezoning is consistent with the General Plan designation of Office. The C-O district does not permit overnight stays at a medical office building, thus the rezoning is required. The Zoning Ordinance defines a hospital as a medical facility for the diagnosis and treatment of human patients including overnight housing of patients.

Previous Related Council Action

The east portion of the property was zoned C-O (Commercial Office) in 1985 and the west portion zoned C-O in 1984.

Community Benefit/Public Involvement

On December 3, 2015, the applicant mailed notification letters to adjacent property owners. On February 22, 2016, the applicant mailed notification letters to adjacent property owners and interested parties. The applicant has met with and discussed this development with the property owner to the northeast. Issues

included access, height of the screen wall, and easements. The applicant appears to have resolved these issues with the adjacent property owner. Planning also discussed the proposed rezoning with the neighboring property owner.

ORDINANCE NO. 2988 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING THE PROPERTY LOCATED AT 6220 WEST BELL ROAD FROM COMMERCIAL OFFICE (C-O) TO GENERAL OFFICE (G-O); AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED

WHEREAS, the City of Glendale Planning Commission held a public hearing on April 7, 2016, in rezoning application ZON15-12 in the manner prescribed by law for the purpose of rezoning property located at 6220 West Bell Road from Commercial Office (C-O) to General Office (G-O); 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 March 17, 2016; and

WHEREAS, the City of Glendale Planning Commission has recommended to the City of Glendale Mayor and Council the zoning of property as described above and the Mayor and Council desire to accept such recommendation and rezone the property described in Exhibit A as described above.

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

SECTION 1. That the parcel of land in Glendale, Maricopa County, Arizona located at 6220 West Bell Road and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from Commercial Office (C-O) to General Office (G-O).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development shall be in substantial conformance with the Development Booklet, submitted March 17, 2016.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. 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.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
o_plan_zon15-12.doc

Exhibit A

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 degrees 04 minutes 30 seconds East 461.34 feet;

Thence North 00 degrees, 53 minutes, 02 seconds 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 degrees 53 minutes 02 seconds East 406.95 feet;

Thence North 89 degrees 53 minutes 54 seconds East 364.52 feet;

Thence South 00 degrees 47 minutes 33 seconds West 401.69 feet to a point on said right of way line;

Thence along said right of way line south 89 degrees 04 minutes 30 seconds West 365.29 feet to the Point of Beginning.

Citizen Participation Final Report

Honor Health
6220 West Bell Road

ZON15-12

Prepared by:

Berry Riddell LLC
Wendy Riddell, Esq.
Ashley Porter, Planning Assistant
6750 E Camelback Road, Suite 100
Scottsdale, Arizona 85251

Description of Proposed Project

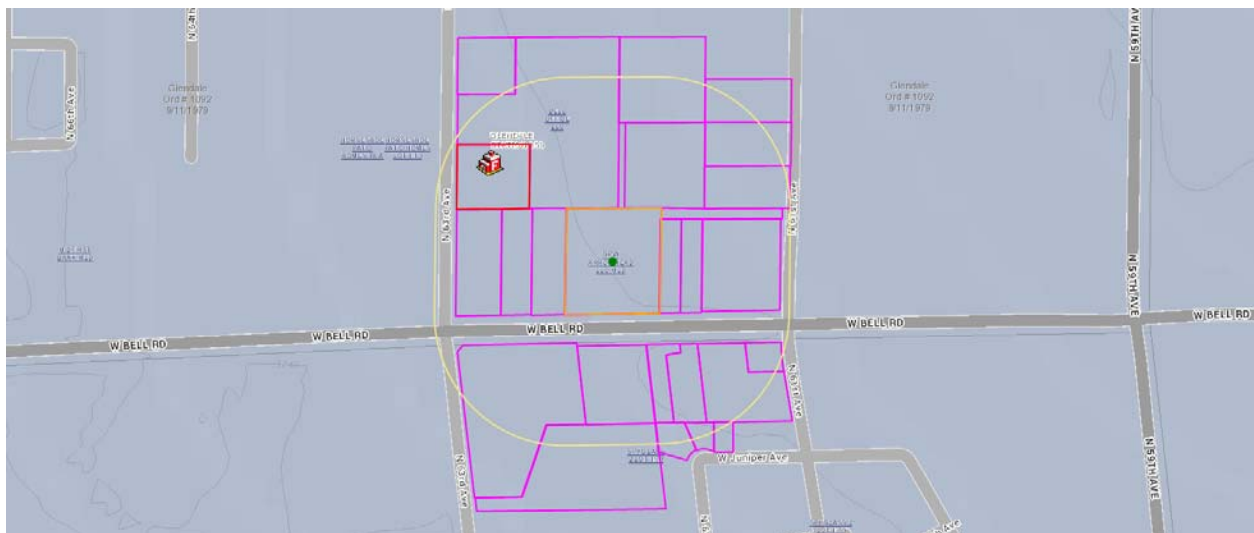
This Citizen Participation Final Report is being prepared in association with a request to rezone an approximately 3.38 acre site located at 6220 West Bell Road (the “Site”) from the current C-O (Commercial Office) designation to G-O (General Office) to allow for medical related overnight stays. At the time of the initial application, the property site was vacant. Construction on this project was completed in November of 2015 and the business has since been operating as a medical office.

Elements of Citizen Participation Plan

Community involvement included the mailing of a neighborhood notification letter to property owners within 500’ of the property. Notification also included individuals on the additional notification list provided on September 25, 2015, as well as individuals on the Sahuaro District and City Wide interested parties list, as provided by the City Planner on November 30, 2015. The notification letter was mailed on December 3rd and a copy of the notification letter is provided in Exhibit “A” of this report. Interested individuals were invited to contact the applicant directly to discuss any questions or concerns they might have. The applicant was available and responsive to these inquiries by phone and email, although there was only one neighbor that reached out. The applicant worked closely with this neighbor and their counsel to ensure that their concerns were heard and addressed to the best of their ability. This Citizen Participation Process was outlined in the initial Citizen Participation Plan, submitted to Planning Staff on November 30th.

Notification Map

The map below shows the properties included within the 500’ notification area. The entire notification list, including the additional interested parties provided by Planning Staff, is included in Exhibit “B” of this report. This list includes a total of 85 individuals. Only one of the individuals

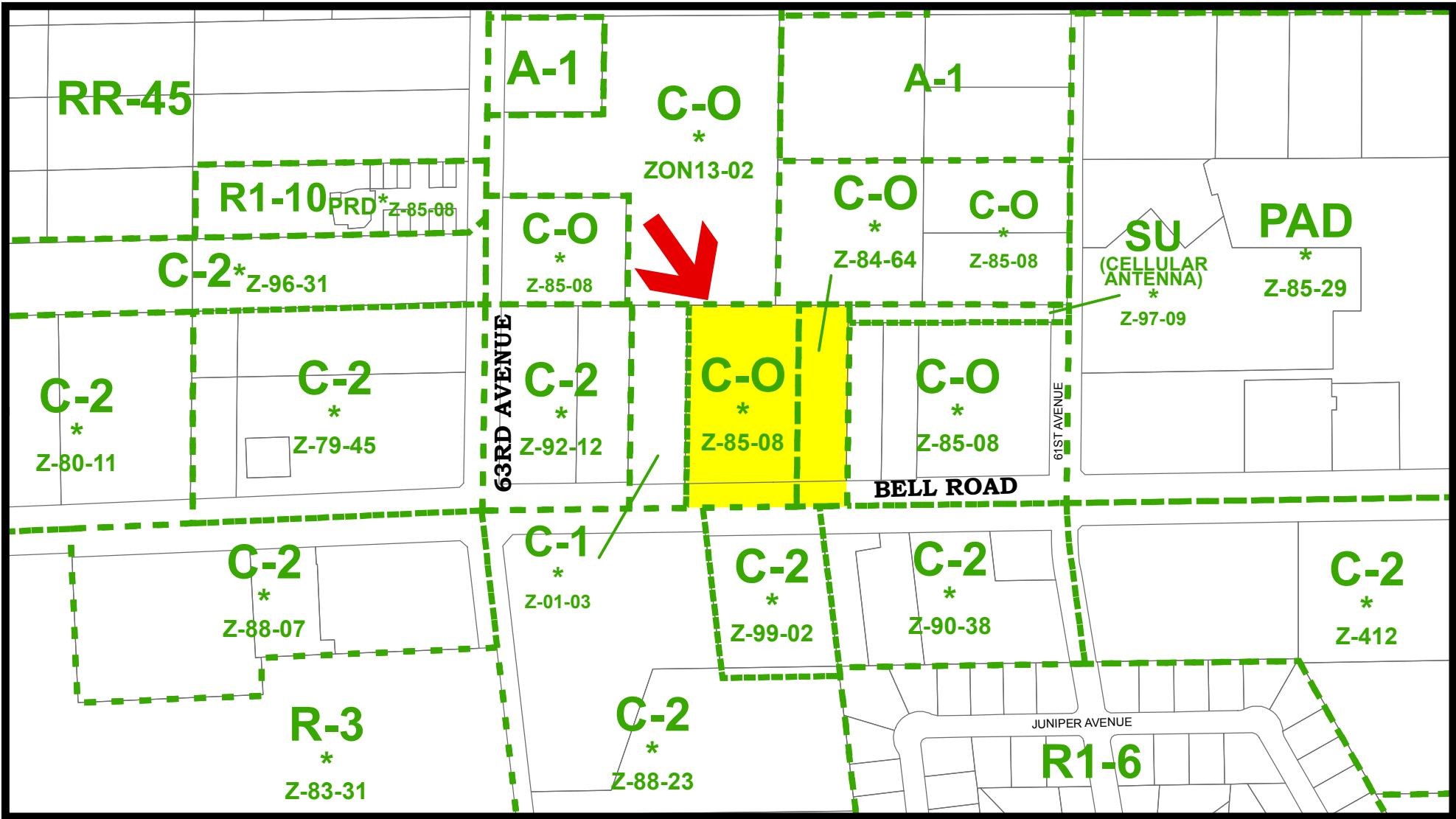


Concerns and Issues Expressed by the Participants

Only one neighbor reached out to the applicant to express their concerns. A neighboring resident to the northeast expressed concerns that include a desire for a buffer between the site and their property, a reconfiguration of the north exit and an increase in the height of the wall. These concerns have been addressed. Upon a request by the neighbor, the property owner agreed to make site improvements that included cleaning trash from the surrounding property line and filling potholes. Additionally, landscaping surrounding the property will help to mitigate any negative visual impact on the adjacent properties.

Response to Concerns

The applicant and property owner feel that they have adequately addressed the public's concerns. The project design was created with sensitivity to the surrounding environment in order to reduce the number of concerns that would surface during the development process.



CASE NUMBER

ZON15-12



REQUEST

REZONE APPROXIMATELY 3 ACRES FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE)

LOCATION

6220 W. BELL ROAD



63RD AVENUE

61ST AVENUE

BELL ROAD

JUNIPER AVENUE

Aerial Date: October, 2014



CASE NUMBER
ZON15-12





Legislation Description

File #: 16-243, Version: 1

RESOLUTION 5109 AND ORDINANCE 2989: GENERAL PLAN AMENDMENT (GPA) GPA15-05 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON15-13 (ORDINANCE): ARIZONA GENERAL HOSPITAL ER - 8310 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)

Staff Contact: Jon Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the titles and adopt a resolution and an ordinance to approve a General Plan Amendment to change the General Plan Land Use map from PC (Planned Commercial) to OFC (Office) and rezone the property from SC (Shopping Center) to G-O (General Office). Upon approval of these requests, the applicant plans to develop the land for a free standing emergency room, Arizona General Hospital ER.

Background

Mays & Company Real Estate Development, LLC, representing 83rd and Camelback, LLC, is seeking to purchase 1.884 acres at the northwest corner of 83rd Avenue and Camelback Road to develop the land for a free standing emergency room, Arizona General Hospital ER.

The proposed use of a 24-hour free standing emergency room is not a permitted use in SC (Shopping Center). The applicant has requested the G-O (General Office) zoning district designation in order to be able to use the land for their emergency room facility and in order to create a new lot.

Analysis

Staff recommends that GPA15-05 and ZON15-13 be approved.

Amending the General Plan to the requested Office Designation is appropriate for the site and is compatible with the adjacent land use designations in the area.

The General Plan OFC land use designation offers compatible employment uses that are complementary to the adjacent retail customer base as well as providing an employment base that utilizes the adjacent retail development services.

The proposed development will make use of existing municipal systems and a change to the OFC land use designation in the General Plan to support and allow a G-O zoning district designation will achieve the General Plan goal of encouraging infill development.

The proposed development will ensure compatibility between land use and transportation by providing

sufficient right-of-way dedication and cross-access connections to support future development and facilitate adequate city infrastructure for pedestrians, vehicles, and public transportation.

The proposed development will include appropriate landscape buffers. This will be accomplished through the Design Review process.

The G-O zoning district is appropriate to implement the OFC General Plan land use designation and to develop this property.

The proposed zoning district is compatible with adjacent properties and will not be detrimental to the neighborhood. Completion of this project will include the development of vacant land at the corner of 83rd Avenue and Camelback Road. G-O development will complement the existing and future commercial uses in the vicinity and service nearby residential areas.

All applicable city departments have reviewed the applicant and recommend approval of the application, subject to stipulations.

Previous Related Council Action

On April 25, 2000, City Council approved Z-99-23 which rezoned 15 acres at the northwest corner of 83rd and Camelback Road from A-1 (Agricultural) and SR-17 (Suburban Residence) to SC (Shopping Center).

Community Benefit/Public Involvement

Approval of these requests will result in the infill development of existing vacant land at the northwest corner of 83rd Avenue and Camelback Road.

Cases were presented and recommend for approval by the Planning Commission of April 7, 2016.

The applicant completed the required Citizen Participation Process by mailing notification to adjacent property owners and interested parties on January 14 and 27 of 2016, advising of the proposed General Plan Amendment and Rezoning requests. Neither the applicant, nor the Planning Division received any response regarding the request.

A notice of Public Hearing was published in *The Glendale Star* on May 5, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on May 6, 2016. The property was posted on May 5, 2016.

RESOLUTION NO. 5109 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 GPA15-05 FOR PROPERTY LOCATED AT 8310 WEST CAMELBACK ROAD.

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 General Plan Amendment GPA 15-05 amending the General Plan Land Use Map from Planned Commercial (PC) to Office (OFC) for property located at 8310 West Camelback 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. 2989 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8310 WEST CAMELBACK ROAD FROM SHOPPING CENTER (SC) TO GENERAL OFFICE (G-O); AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED

WHEREAS, the City of Glendale Planning Commission held a public hearing on April 7, 2016 in zoning case ZON15-13 in the manner prescribed by law for the purpose of rezoning property located at 8310 West Camelback Road from Shopping Center (SC) to General Office (G-O); 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 March 17, 2016; and

WHEREAS, the Planning Commission has recommended to the Mayor and the Council of the City of Glendale the zoning of property as described above and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A.

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 8310 West Camelback Road and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from Shopping Center (SC) to General Office (G-O).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development will be in substantial conformance with the development plan outlined in the project narrative, date stamped March 1, 2016; and
2. Utility lines less than 69kV will be converted underground; and
3. Right-of-way dedication will include the bus shelter pad; and
4. A Minor Land Division for the subject area will be completed prior to the issuance of a Certificate of Occupancy.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. 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.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
p_plan_zon15-13.doc

Exhibit A

LEGAL DESCRIPTION
NWC 83RD AVE. & CAMELBACK RD.
GLENDALE, ARIZONA

NOVEMBER 4, 2015
Job No.20105-172
Page 1 of 1

A PARCEL OF LAND SITUATED ON THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEARS NORTH 89 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 2645.39 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 363.11 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF 83RD AVENUE AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 23 MINUTES 06 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 323.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF CAMELBACK ROAD;

THENCE NORTH 89 DEGREES 48 MINUTES 39 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 253.61 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 324.09 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, A DISTANCE OF 253.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 82,082 SQUARE FEET OR 1.884 ACRES, MORE OR LESS.





**Arizona General Hospital Emergency Room
8310 W. Camelback Road**

Citizen Participation Final Report

GPA15-05

ZON15-13

Prepared for:

Mays & Company Real Estate Development, LLC
5949 Sherry Lane, Suite 1570
Dallas, TX 75225

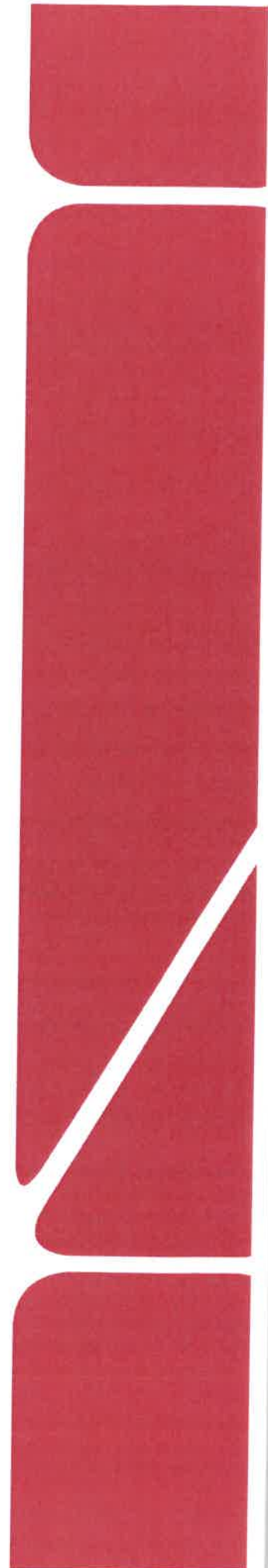
Prepared by:

Kimley»»Horn

1855 W. Baseline Rd
Suite 200
Mesa, AZ 85202

191924004
February 2016

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Arizona General Hospital Emergency Room 8310 W. Camelback Road

Citizen Participation Final Report

GPA15-05
ZON15-13

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191924004
February 2016

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc.

Contents

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1.2 Location	2
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2.3 Contact Dates	3
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- A Site Location Map and Legal Description
- B Neighborhood Notification Map
- C Neighborhood Notification Mailing List
- D Neighborhood Notification Letters
- E Neighborhood Notification Affidavit

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION

Dignity Health is proposing to build an approximate 8,200 square foot Emergency Room at 8310 West Camelback Road. The site is currently zoned Shopping Center, SC, per the City of Glendale zoning map, and is proposed to be rezoned to General Office, G-O for the development. In addition the change in zoning will require a minor amendment to the City of Glendale General Plan. The proposed rezoning and general plan amendments will require a Citizen Participation Plan.

1.2 LOCATION

The proposed Arizona General Hospital Emergency Room (AZGH ER) development encompasses approximately 1.88 acres gross in a portion of the Southeast Quarter of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian in Maricopa County, Arizona. The site address is 8310 West Camelback Road, and is a portion of APN 102-11-001X. More specifically, the AZGH ER development is bounded by vacant commercial land, zoned SC, to the north and west, an existing commercial development, zoned C-2, and 83rd Avenue to the east, and an existing commercial development zoned C-1 and Camelback Road to the south. (See Appendix A for Site Location Map and Legal Descriptions).

1.3 PURPOSE

This Citizen Participation Plan outlines the notification efforts and input received from the surrounding community regarding the proposed AZGH ER project at 8310 W. Camelback Road.

2.0 PROJECT NOTIFICATION

2.1 NOTIFICATION AREA

In accordance with the City of Glendale Citizen Participation Ordinance provided at the pre-application meeting an area of 500' surrounding the subject project was selected as the required notification area. See Appendix B for Neighborhood Notification map.

2.2 MAILING LIST

From the City of Glendale and Maricopa County records the property owners and Home Owner Associations (HOA) located with the 500' notification area were obtained. In addition notification was provided to the Yucca District and the City wide interested parties. See Appendix B for the complete mailing list.

2.3 CONTACT DATES

The mailings were contacted through first class mail to notify them of the proposed project. The community was notified on the following dates regarding the proposed AZGH ER project.

January 14, 2016 to adjacent property owners and HOA's

January 27, 2016 to Yucca District and City wide interested parties.

The letters and attachments that were included in the mailing notifications are included in Appendix D. An affidavit of the mailing is included in Appendix E.

2.4 CORRESPONDENCE RECEIVED

No correspondence was received in response to the mailing notifications.

Appendix A

Site Location Map and Legal Descriptions



VICINITY MAP

CITY OF GLENDALE
N.T.S.

**LEGAL DESCRIPTION
NWC 83RD AVE. & CAMELBACK RD.
GLENDALE, ARIZONA**

NOVEMBER 4, 2015
Job No.20105-172
Page 1 of 1

A PARCEL OF LAND SITUATED ON THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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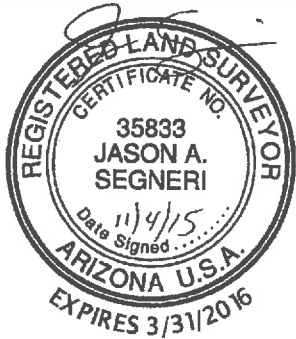
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SAID PARCEL CONTAINS 82,082 SQUARE FEET OR 1.884 ACRES, MORE OR LESS.





FOUND BRASS CAP FLUSH
EAST 1/4 CORNER
SEC.15, T2N, R1E

N89°36'54"W
33.00'

S89°36'54"E 253.61'

2277.57'

POINT OF
BEGINNING



N00°23'06"E 324.09'

PROPOSED PARCEL

S00°23'06"W 323.22'

363.11'

N00°23'06"E 2640.68'

83RD AVENUE

N89°48'39"W 253.61'

N89°48'39"W 2645.39'
CAMELBACK ROAD

FOUND BRASS CAP IN HANDHOLE
SOUTH 1/4 CORNER
SEC.15, T2N, R1E

SOUTHEAST CORNER
SEC.15, T2N, R1E
POINT OF COMMENCEMENT

SIG

**SURVEY INNOVATION
GROUP, INC**

**PROPOSED PARCEL
NWC 83RD AVE. & CAMELBACK RD.
GLENDALE, ARIZONA**

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781
7301 EAST EVANS ROAD, SCOTTSDALE, AZ 85260

JOB#2015-172	DWG: PROPOSED PARCEL	DATE 11/4/15
SCALE: N.T.S.	DRAWN: RMH	CHK: JAS
		SHEET 1 OF 1

Appendix B

Neighborhood Notification Map

Appendix D

Neighborhood Notification Letters



NOTIFICATION OF APPLICATION- NOTIFICATION LETTER

January 14, 2016

The purpose of this letter is to inform you that an application has been made to the City of Glendale to request approval of a rezone and general plan amendment at the northwest corner of 83rd Avenue and Camelback Road, 8310 W. Camelback Road for 1.88 acres. The proposed application is to amend the general plan from Planned Commercial, PC, to Office, OFC and to rezone from Shopping Center, SC, to General Office, G-O to accommodate an 8,154 sf standalone Emergency Room. The site is currently a vacant agriculture land. The application is being filed by Kimley-Horn and Associates, Inc. on behalf of Mays and Company Real Estate Development, LLC.

The project, submitted under the name Arizona General Hospital Emergency Room (AZGH ER) at 8310 West Camelback road (NWC of 83rd Avenue and Camelback Road), requests a rezone from the existing zoning of Shopping Center, SC, to the proposed General Office, G-O to accommodate the Emergency Room use. The attached conceptual site plan depicts the proposed AZGH ER and site improvements.

The applicant has not received an indication from the City of Glendale as to when this project may be presented to the City's Planning Commission and City Council for approval consideration. When scheduling of this case does occur, the City will mail notifications to all of the property owners within 500' of the project site. In the meantime, please feel free to contact me if you have any questions or concerns at 480-207-2666 or sterling.margetts@kimley-horn.com. You may also contact Jon Froke (623-930-2585) with the City of Glendale Planning Department and service request number #SR15-0127. If possible please provide any questions or concerns by January 29, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Sterling Margetts". The signature is stylized and somewhat cursive.

Sterling Margetts



NOTIFICATION OF APPLICATION- NOTIFICATION LETTER

January 27, 2016

The purpose of this letter is to inform you that an application has been made to the City of Glendale to request approval of a rezone and general plan amendment at the northwest corner of 83rd Avenue and Camelback Road, 8310 W. Camelback Road for 1.88 acres. The proposed application is to amend the general plan from Planned Commercial, PC, to Office, OFC and to rezone from Shopping Center, SC, to General Office, G-O to accommodate an 8,154 sf standalone Emergency Room. The site is currently a vacant agriculture land. The application is being filed by Kimley-Horn and Associates, Inc. on behalf of Mays and Company Real Estate Development, LLC.

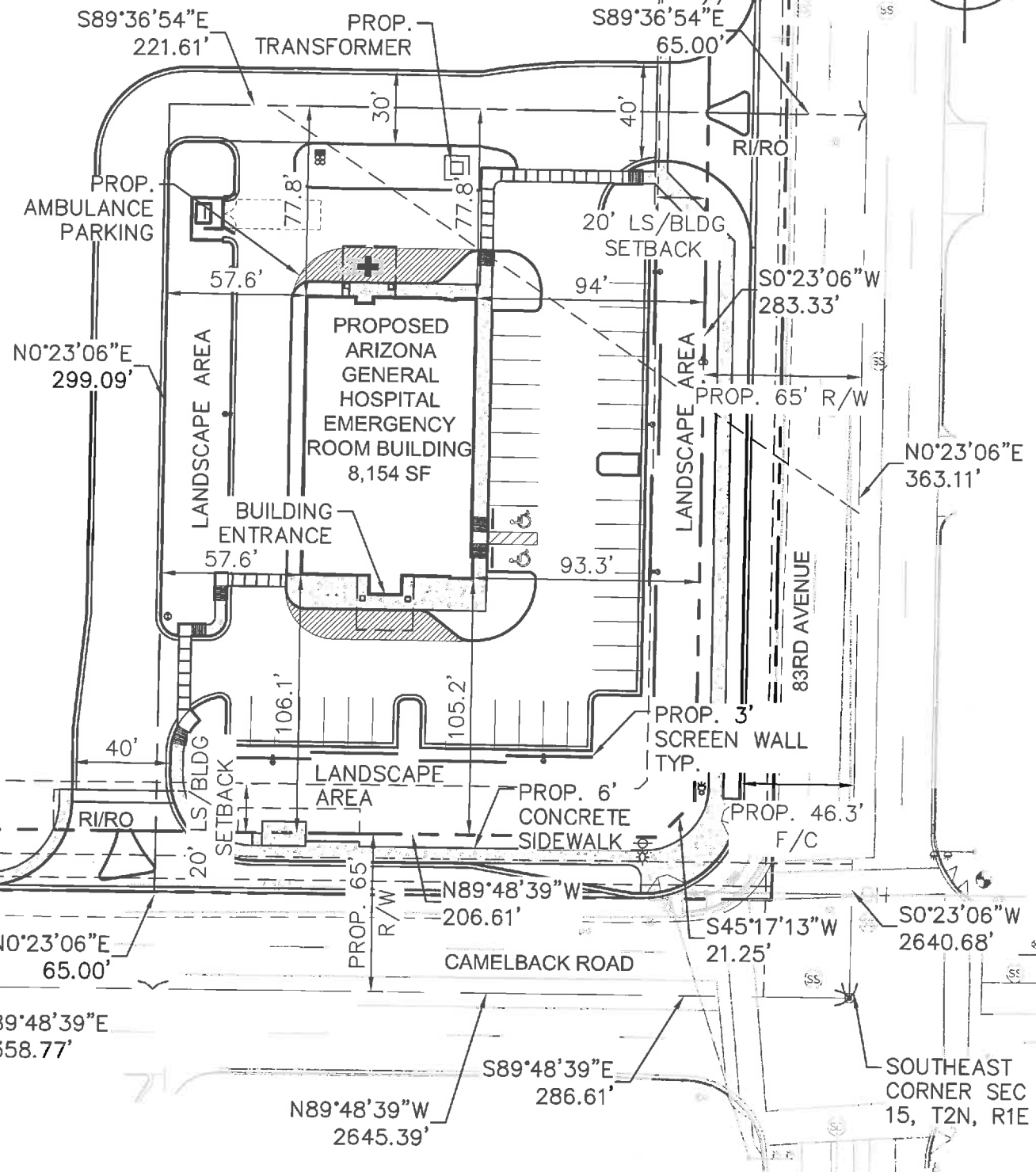
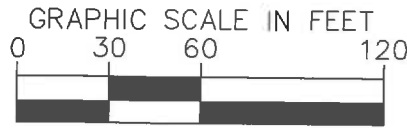
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Sincerely,

A handwritten signature in black ink, appearing to read "Sterling Margetts", written over a white background.

Sterling Margetts



ARIZONA GENERAL HOSPITAL EMERGENCY ROOM
 8310 W. CAMELBACK ROAD

K:\EAV_Civil\101994004-Camelback and 83rd Ave\CADD\Exhibits\Neighborhood SP.dwg Jan 13, 2018 Andy Whalar
 XREFS: BM VP, ICD, XUT



Appendix E

Neighborhood Notification Affidavit



Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. ZON15-13, GPA15-05

Project Name: AZGH ER

I, Bill Arsenault 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 *Texas*

SS.

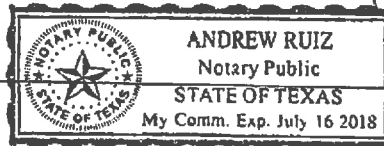
COUNTY OF MARICOPA *Tarrant*

The foregoing instrument was acknowledged before me this 16 day of February 2016.

Notary Public

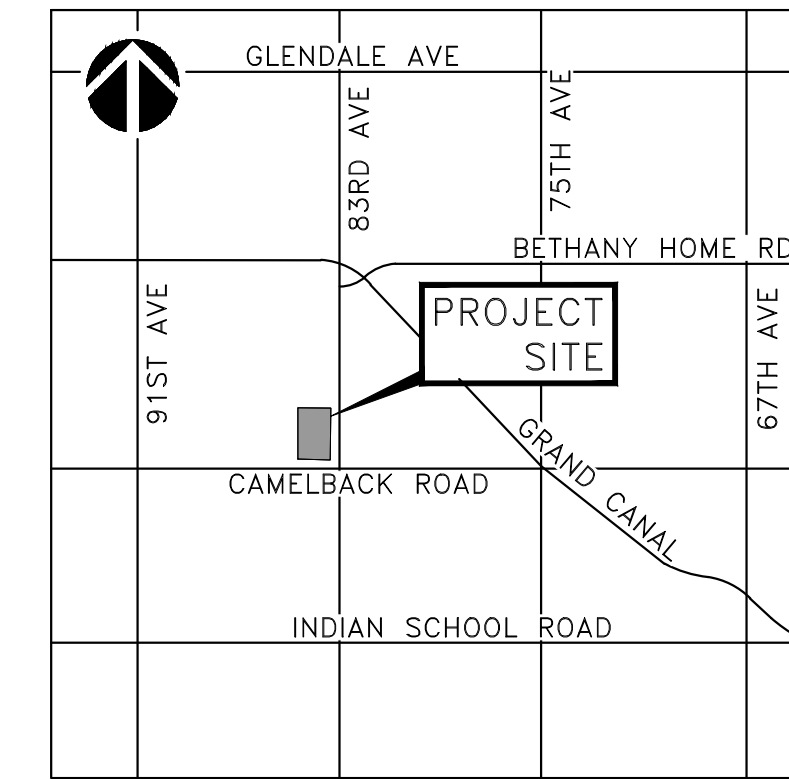
My Commission Expires:

July 16, 2018



SITE PLAN FOR ARIZONA GENERAL HOSPITAL EMERGENCY ROOM 8310 W. CAMELBACK ROAD GLENDALE, ARIZONA 85305

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
CITY OF GLENDALE
N.T.S.

DEVELOPER

FIRST CHOICE ER, LLC
2941 S. LAKE VISTA, SUITE 200
LEWISVILLE, TX 75067
TEL NO. (972) 899-6818
CONTACT: CHRIS EXELL
EMAIL: CHRISTOPHER.EZELL@FCER.COM

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1855 W. BASELINE ROAD, SUITE 200
MESA, ARIZONA 85202
PH: (480) 207-2666
FAX: (602) 944-7423
CONTACT: STERLING MARGETTS
EMAIL: STERLING.MARGETTS@KIMLEY-HORN.COM

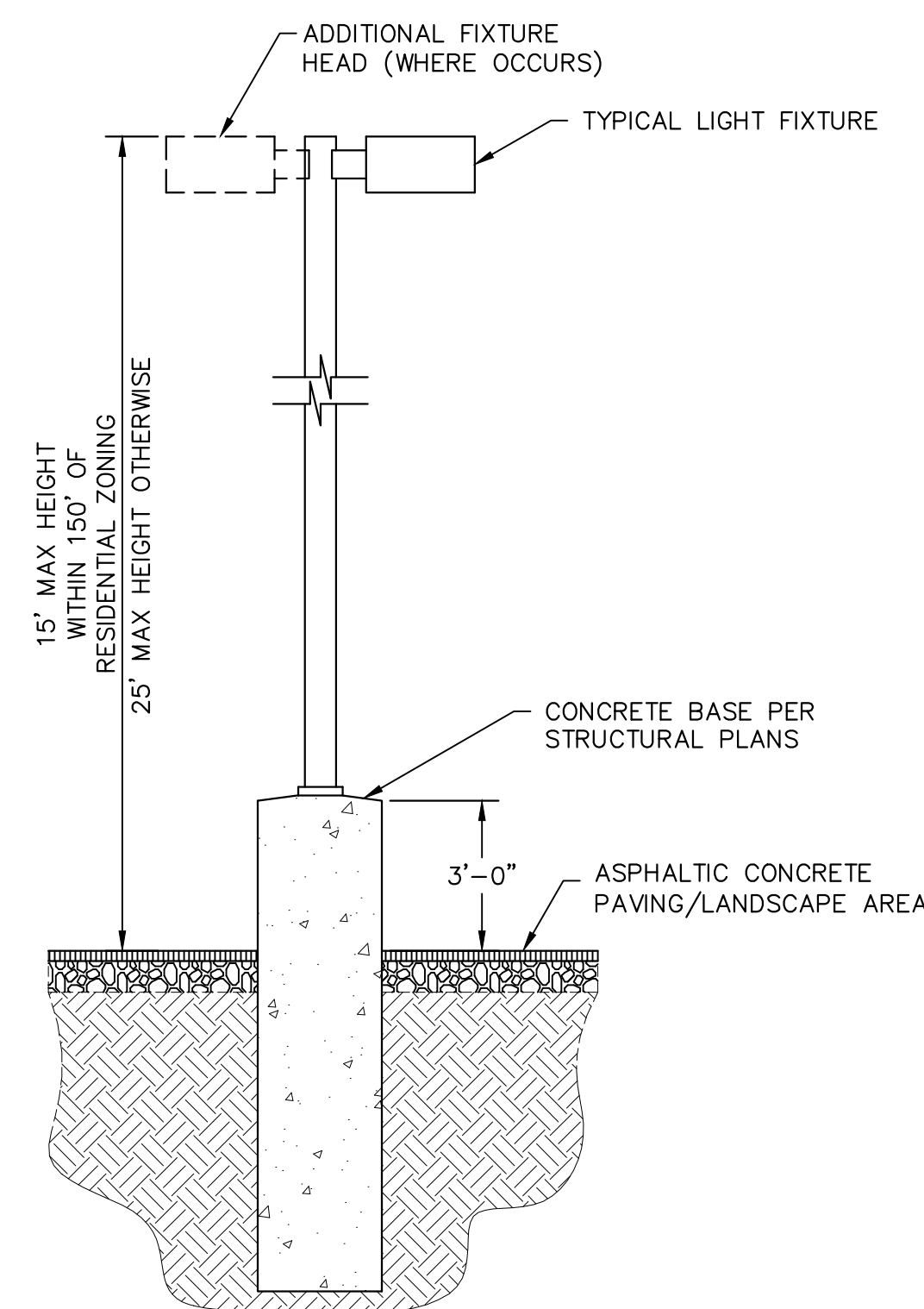
ARCHITECT

GSR ANDRADE ARCHITECTS
4121 COMMERCE STREET, SUITE ONE
DALLAS, TEXAS 75226
TEL NO. (214) 722-4940
CONTACT: CHUCK BENNETT
EMAIL: CBENNETT@GSR-ANDRADE.COM

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
1855 W. BASELINE ROAD, SUITE 200
MESA, ARIZONA 85202
PH: (480) 207-2666
FAX: (602) 944-7423
CONTACT: CHRIS ROSE
EMAIL: CHRIS.ROSE@KIMLEY-HORN.COM

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
SP1	SITE PLAN COVER SHEET
SP2	SITE PLAN



NOTE:
MAXIMUM ALLOWABLE ILLUMINATION AT PROPERTY LINE IS 1 FOOT-CANDLE.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED ON THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 82,082 SQUARE FEET OR 1.884 ACRES, MORE OR LESS.

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1715 L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (HATCHED).

BENCHMARK

NCS POINT 1DB1, ALUMINUM CAP STAMPED 1DB1 1999 ON A STAINLESS STEEL ROD IN SLEEVE ON 87TH AVENUE BEHIND THE SIDEWALK, APPROXIMATELY 130' NORTH OF PASADENA. ELEVATION=1065.40 (NAVD88)

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST. SAID LINE BEARS SOUTH 89 DEGREES 48 MINUTES 39 SECONDS EAST.

PROJECT DESCRIPTION

THE SCOPE OF THIS PROJECT CONSISTS OF A NEW ARIZONA GENERAL HOSPITAL EMERGENCY ROOM BUILDING, AN 8,259 SQUARE FOOT, AND ASSOCIATED SITE IMPROVEMENTS IN GLENDALE, ARIZONA. THE OVERALL SITE, 1.52± ACRES NET, IS BOUNDED BY CAMELBACK ROAD TO THE SOUTH, 83RD AVENUE TO THE EAST, AND VACANT UNDEVELOPED COMMERCIAL ZONED PROPERTY TO THE NORTH AND WEST.

THE PROPOSED ESTABLISHMENT IS AN EMERGENCY ROOM CLINIC. THE CURRENT ZONING FOR THE SITE IS SHOPPING CENTER (SC). THE PROPOSED ZONING FOR THE SITE IS GENERAL OFFICE (G-O). THE ZONING TO THE NORTH AND WEST OF THE SITE IS SHOPPING CENTER (SC).

THE PROPOSED ARIZONA GENERAL HOSPITAL ER WILL RETAIN THE 100-YEAR, 2-HOUR STORM EVENT ON-SITE IN UNDERGROUND STORAGE PIPES IN THE PARKING AREA ALONG CAMELBACK ROAD THAT WILL DRAIN VIA DRYWELLS WITHIN 36 HOURS.

CITY OF GLENDALE SITE PLAN NOTES

- FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
- PURSUANT TO CHAPTER 32.5 OF THE GLENDALE CITY CODE, ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND.
- 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 MESH ENCLOSURE, PAINTED TO MATCH THE WALL.
- SIGHT DISTANCE REQUIREMENTS OF COG DETAIL G-447 (LOCAL STREETS) OR G-448 (ARTERIAL AND COLLECTOR STREETS) ARE MET FOR ALL DRIVEWAYS AND STREETS.
- STREETLIGHTS INSTALLED BY THE DEVELOPER MAY BE REQUIRED FOR CONSTRUCTION PLAN APPROVAL.
- 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 (HPS) LIGHTING REQUIRED ADJACENT TO RESIDENTIAL.
- ON-SITE LIGHTING SHALL MEET OUTDOOR LIGHT CONTROL ORDINANCE.
- MAXIMUM NOISE LEVEL 55 DECIBELS (NORMAL SPEAKING VOICE) AT PROPERTY LINE.
- CONVENIENCE USES SHALL BE SUBJECT TO A SEPARATE CITIZEN PARTICIPATION AND CONDITIONAL USE PERMIT PROCESS.
- THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING LANDSCAPING IN ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE PROJECT.

Kimley»Horn © 2016
1855 West Baseline Road, Suite 200
Mesa, Arizona 85202 (480)207-2666

Dignity Health

8310 W. CAMELBACK ROAD
SITE PLAN COVER SHEET
GLENDALE, ARIZONA

PROJECT No.
191924004
SCALE (H): NONE
SCALE (V): NONE
DRAWN BY: BMW
DESIGN BY: BMW
CHECK BY: STM
DATE: 02/22/16

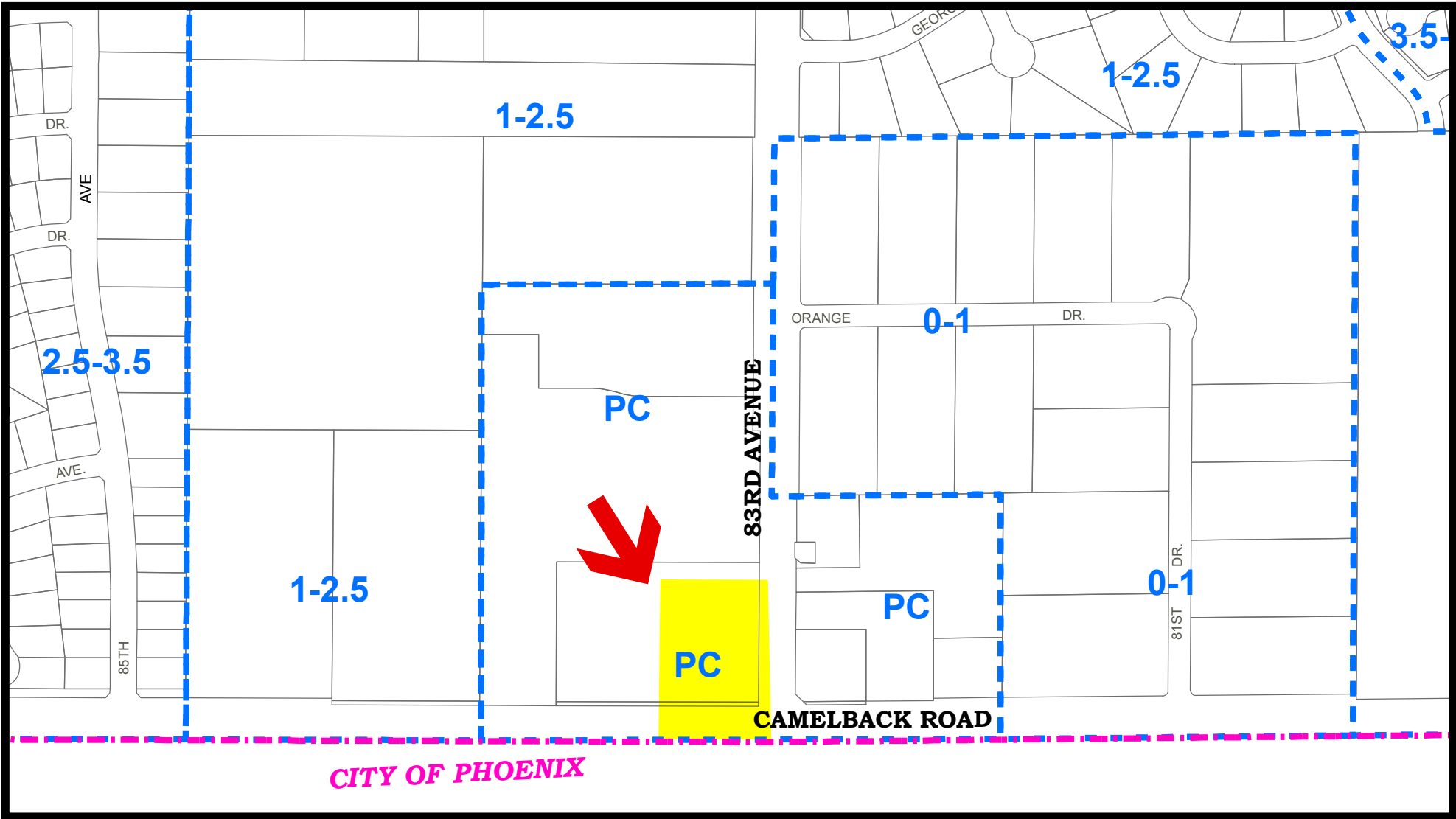


CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SP1
1 OF 2 SHEETS

K:\EAV_Civil\191924004-Camelback and 83rd Ave\CADD\SPCV.dwg, Layout/Layout1 Feb 22, 2016 - 11:18am bryan.wright
THIS DOCUMENT, TOGETHER WITH THE COMMENTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS PREPARED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF THIS DOCUMENT, OR ANY PART THEREOF, FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC.

DR15-35

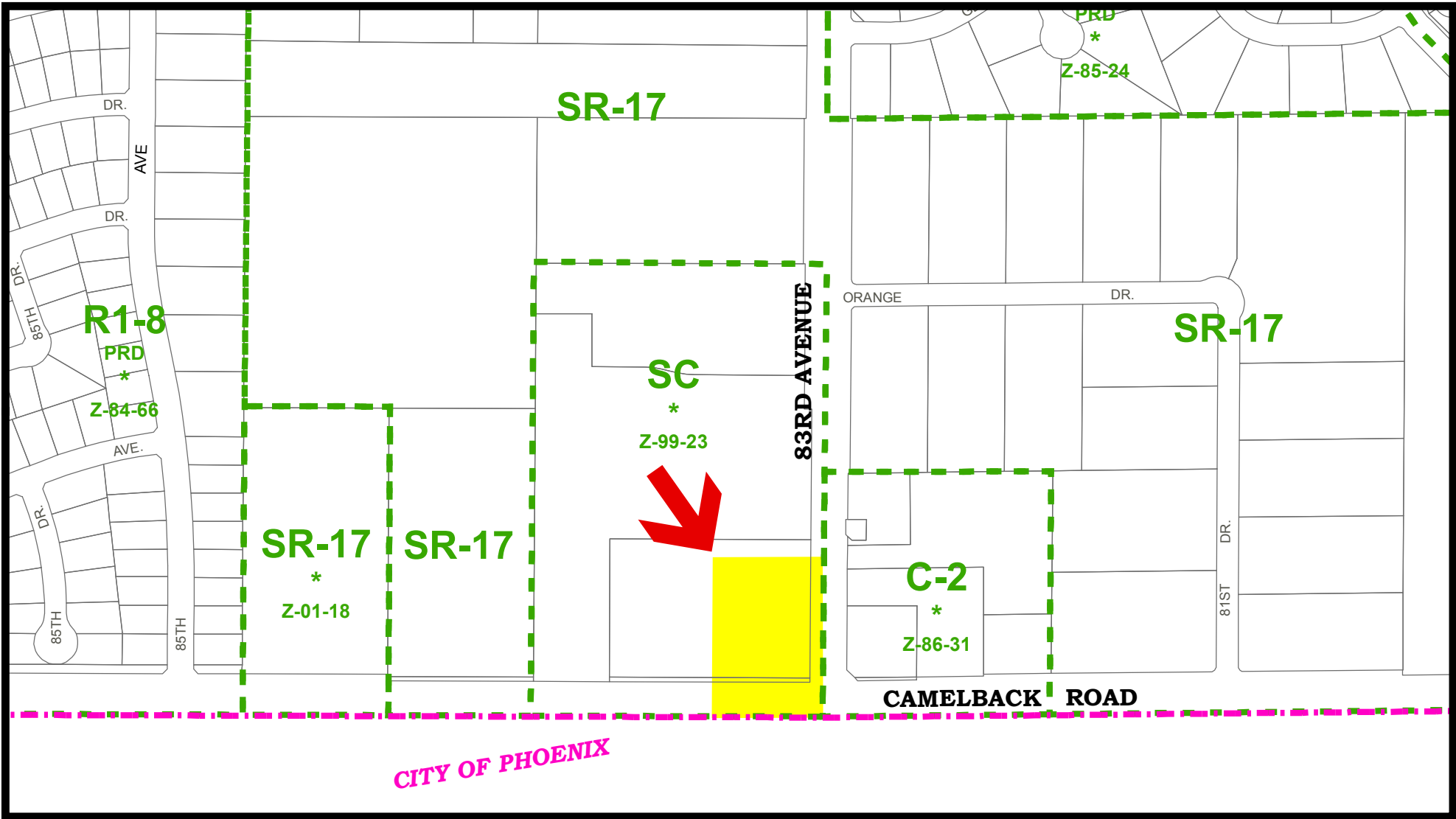


CASE NUMBER
GPA15-05



LOCATION
8310 W. CAMELBACK ROAD

REQUEST
**AMEND APPROXIMATELY 1.884 ACRES
 OF THE GENERAL PLAN FROM PC
 (PLANNED COMMERCIAL) TO OFC
 (OFFICE)**



CASE NUMBER
ZON15-13



REQUEST
**REZONE APPROXIMATELY 1.884 ACRES FROM
 SC (SHOPPING CENTER) TO G-O
 (GENERAL OFFICE)**

LOCATION
8310 W. CAMELBACK ROAD



Legislation Description

File #: 16-245, Version: 1

RESOLUTION 5110: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF LITCHFIELD PARK FOR THE ADMINISTRATION OF THE STRIP ANNEXATION BOUNDARY (RESOLUTION): MISSOURI AVENUE EAST OF LITCHFIELD ROAD (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Litchfield Park for administration of the strip annexation boundary on Missouri Avenue east of Litchfield Road and in the area north of Camelback Road.

On January 9, 2001, the City of Glendale realigned the 10 foot wide strip annexation boundary to allow the City of Litchfield Park to expand their Municipal Planning Area (MPA). This action adjusted the strip in a manner to allow the northeast corner of Camelback Road and Litchfield Road to develop under the jurisdiction of Litchfield Park. A development titled Litchfield Marketplace is currently under construction. The portion of the site adjacent to the strip along Missouri Avenue will soon be under development.

Glendale's current strip annexation boundary is located within the future boundaries of Missouri Avenue, the southern half of which will be constructed by the developer of the residential project to complete this street adjacent to Litchfield Marketplace.

The proposed IGA will allow Litchfield Park the authority and power in the 10 foot strip for zoning, building permits, inspections, and plat approvals. It also requires a disclosure statement on future final plats advising of this agreement. The proposed IGA will allow Litchfield Park to provide government services and exercise police powers in the strip and will allow right-of-way dedications to be accepted.

Analysis

Entering into the IGA with Litchfield Park will eliminate confusion on which jurisdiction provides city services for the 10 foot wide strip annexation boundary in this area of the MPA.

Previous Related Council Action

On January 9, 2001, the City of Glendale realigned the ten foot wide strip annexation boundary to allow the City of Litchfield Park to expand their Municipal Planning Area (MPA).

Community Benefit/Public Involvement

This IGA clarifies roles and responsibilities between the City of Glendale and City of Litchfield Park related to the property identified in the agreement. By entering into this IGA, the City of Litchfield Park, at their expense, becomes responsible for administering the zoning, building codes, issuance of permits and all related inspections and other government services that protect and preserve the public health, safety and welfare over this portion of Glendale's Strip Annexation.

RESOLUTION NO. 5110 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK; AND DIRECTING THAT THE INTERGOVERNMENTAL AGREEMENT BE RECORDED.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the City of Litchfield Park for certain authority and power pertaining to Glendale's Strip Annexation be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

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

SECTION 3. That the City Clerk is hereby directed to forward the Intergovernmental Agreement for recording to the Maricopa County Recorder's Office within ten (10) days after the execution thereof.

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

When Recorded Mail to:
City of Litchfield Park
Attn: City Clerk
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2016 (the “Effective Date”) by and between the City of Glendale, Arizona (“Glendale”) and the City of Litchfield Park, Arizona (“Litchfield Park”). Glendale and Litchfield Park are herein jointly referred to as “the Parties.”

RECITALS

- A. This Agreement pertains to the approximate 78-acre area of land located on the northeast corner of Camelback Road and Litchfield Road in Litchfield Park (the “Property”).
- B. As part of the de-annexation process, Glendale maintained its annexation boundary of the northernmost ten (10) feet of the Property and the easternmost ten (10) feet of the Property into Glendale, which are more particularly described in Exhibit A.
- C. In February 2002 Litchfield Park adopted Ordinance No. 02-78 and in December 2014 Litchfield Park adopted Ordinance No. 15-202 (“Ordinances”) rezoning the Property and executed two development agreements that together include Glendale’s Strip Annexation (“Development Agreements”). The Development Agreements are recorded at 2015009880 and 20150061061, Official Records of Maricopa County, Arizona, respectively.
- D. The Parties anticipate that the northern 53 acres of the Property will be developed into a single family residential project and the remaining southern 25 acres of the Property will be developed into a commercial shopping center.
- E. Additionally, Glendale’s current Strip Annexation boundary is within the future boundaries of Missouri Avenue, the southern half of which will be constructed by the developer of the residential project. The Parties, in conjunction with Maricopa County, who owns and maintains the north half of Missouri Avenue, have not yet agreed as to which agency will own, operate and maintain the south half of Missouri Avenue.
- F. Since Glendale’s Strip Annexation is contained within the area of the Property intended for a single family community and commercial shopping center and within the

future boundaries of Missouri Ave., and the City of Glendale seeks to foster and maintain a mutual, beneficial relationship with the City of Litchfield Park, the purpose of this Agreement is to set forth the Parties' responsibilities with respect to administration of Glendale's Strip Annexation and to delegate the necessary authority between the Parties, with respect to Glendale's Strip Annexation.

G. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed or interpreted in a manner which would undermine, divide, dissolve, breach, or re-arrange the City of Glendale annexation boundaries within the Property.

AGREEMENT

NOW, THEREFORE, the Parties agree that the Recitals set forth above are not merely recitals, but form an integral part of this Agreement as follows:

1. Zoning. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and approve all applications for zoning and other land entitlements, which includes all applications necessary to develop property within Glendale's Strip Annexation, in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.
2. Building Permits. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and issue building permits for property within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.
3. Inspections. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to administer, and be responsible for, all inspections of work or product within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.
4. Plat Approvals. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to review and approve all proposed preliminary plats, including plans and reports required in conjunction with subdivision or site plan review, and review and sign all final plats for property within Glendale's Strip Annexation in accordance with Litchfield Park's codes, the Ordinances and the Development Agreements.
5. Disclosure. Glendale and Litchfield Park agree that all future final plat approvals within the Property will require the final plat itself to contain a disclosure statement regarding the lots located wholly or partially within Glendale's Strip Annexation stating that such lots or portion of property, are subject to the terms of this

Agreement. Glendale and Litchfield Park further agree that all building permits issued for lots located wholly or partially within Glendale's Strip Annexation shall contain a disclosure stating that such lots, or portions of property are subject to the terms of this Agreement.

6. Provision of Government Services and Exercise of Police Powers. With respect to the Glendale ten (10)-foot annexation boundary, the City of Glendale grants authority and power to Litchfield Park to provide all government services to, enforce Litchfield Park ordinances over, and exercise all police powers for the protection and preservation of the public health, safety and welfare over Glendale's Strip Annexation, except as may otherwise be agreed to between the Parties and Maricopa County with respect to the portion of Glendale's Strip Annexation that is located within the future right-of-way of Missouri Avenue.

7. Dedications. The City of Glendale grants authority and power to Litchfield Park, and Litchfield Park alone, to require and/or receive dedications of land within Glendale's Strip Annexation for public right-of-way and related purposes, so long as the current Glendale Strip Annexation boundary remains intact

8. Cooperation: Further Acts. The Parties intend that any area of land within the Property that includes a portion of the Glendale's Strip Annexation shall not suffer any negative impact. Nevertheless the boundary annexation must always remain whole and undisturbed as a boundary. Accordingly, in the event any unanticipated issue arises out of portions of the Property being in separate jurisdictions, the Parties agree to cooperate reasonably with each other and with the owner of the Property to promptly resolve issues as may be applicable. The Parties shall execute and deliver all documents and perform all acts as reasonably necessary, to carry out the matters contemplated by this Agreement.

9. Duration: Termination. This Agreement shall continue in effect until such time, if any, as Glendale's Strip Annexation, the Property is fully annexed by Litchfield Park. To satisfy statutory requirements under A.R.S. § 11-952, this Agreement will expire on February 1, 2036; nevertheless, this Agreement may be renewed by written mutual agreement for three (3) subsequent twenty (20)-year terms. This Agreement may not otherwise be terminated except by mutual agreement of the governing bodies of Glendale and Litchfield Park, after proper notice to the owner(s) of real property within Glendale's Strip Annexation, as well as proper notice and hearing in accordance with applicable law. Any amendment or termination must be recorded in the Office of the Recorder, Maricopa County, Arizona.

10. Severability. If any provision of this Agreement is declared void or unenforceable, it shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

11. Recordation. This Agreement shall be recorded in the Office of the Recorder, Maricopa County, Arizona.

12. Counterparts. This Intergovernmental Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. Authorization. This Agreement is authorized pursuant to A.R.S. § 11-952.

14. Indemnification. Litchfield Park shall indemnify, appear, defend and hold harmless Glendale, its officers, agents, and employees from and against all claims, costs, losses and damages (including, but not limited to, all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from any act of, omission of or the performance of this Agreement by Litchfield Park, its employees, subcontractors or any other person acting for or on behalf of Litchfield Park. This provision shall survive termination or cancellation of this Agreement.

THE PARTIES have caused this Intergovernmental Agreement to be executed as of the Effective Date.

GLENDALE, ARIZONA

By _____

Its _____

ATTEST:

Its _____

This Agreement is in proper form and within the powers and authority granted to the Glendale City Council under its Charter.

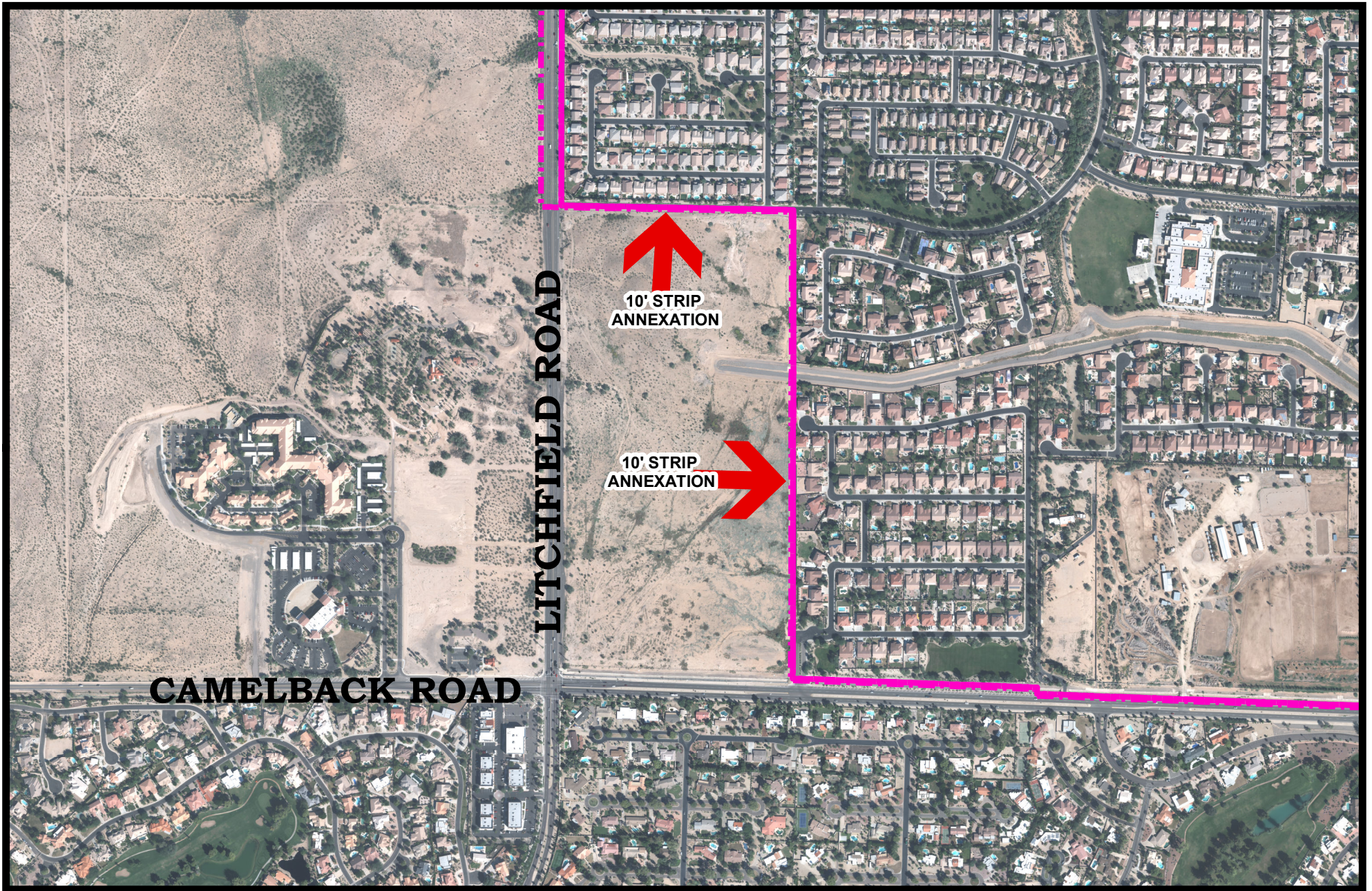
City Attorney

EXHIBIT A

Legal Description of Glendale Strip Annexation

The North ten (10) feet and the East ten (10) feet of the West half of the Southwest quarter of Section 15, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except the West 32.50 feet of the said North 10 feet and except the South 80 feet of the said East 10 feet thereof.



CAMELBACK ROAD

LITCHFIELD ROAD

**10' STRIP
ANNEXATION**

**10' STRIP
ANNEXATION**

SITE
14900 W. MISSOURI AVENUE





Legislation Description

File #: 16-193, Version: 1

ORDINANCE 2990: AMENDMENTS TO ARTICLE III OF CHAPTER 21 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS (ORDINANCE) (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Article III of Chapter 21 - Licenses, Taxation and Miscellaneous Business Regulations. Approval of the proposed amendments to Article III will establish a City Business License fee of twenty-five dollars (\$25), eliminate the proration of the Business License fee, add business licensing and cancellation requirements, establish business cease and desist order guidelines for non-compliant businesses, and add definitions relevant to business licensing with an effective date of January 1, 2017. This is the first of two actions on the same agenda related to licensing regulations and fees for businesses.

Background

Chapter 255, Laws of Arizona 2013 (commonly referred to as TPT Simplification), made changes to the administration, collection, and licensing process for Transaction Privilege Tax (TPT). The city currently has two types of business licenses. A TPT License is issued to businesses which collect and remit TPT. An Occupation Business License (OCC) is issued to businesses which are not subject to TPT. When the state takes over the administration of TPT they will begin issuing all TPT Licenses. This is expected to occur beginning in January 2017.

Analysis

Under current city code, Chapter 21 - Licenses, Taxation and Miscellaneous Business Regulations, businesses obtain either a TPT License for taxable activity or an OCC Business License if their business activity is not subject to TPT. The cost for either type of license is fifty dollars (\$50) and businesses are only required to have one license or the other. Applications go through a multidepartment review and approval process before a license is issued to the business. This assists in ensuring the business is in compliance with relevant fire codes, building safety requirements, and zoning regulations before the business becomes licensed. In addition, it ensures the city has accurate information regarding which businesses are active in the city, their business activity type, and contact information. Licenses are renewed annually and businesses regularly provide updated information as part of the renewal process.

When the state takes over TPT administration, TPT Licenses will be issued by the state without an approval process for the city. Also, all the information on the TPT License issued by the state is considered to be confidential and would not be available to be used by the city for any purpose other than TPT related business. This could affect economic development, business attraction and retention, and special event

regulation. At the June 2, 2015 Council Workshop, staff presented options for City Council's consideration for business licensing. Council requested staff move forward with adopting new city code sections which would require all businesses (TPT and non-TPT) to obtain a City Business License while also retaining the TPT License administered by the state. The effects of this will be:

- Taxable businesses located in the City of Glendale will have two licenses, a Glendale TPT License issued by the state and a City Business License issued by the city.
- Non-taxable businesses will have only a City Business License.
- The City Business License will be issued after an approval process similar to the current business practice.
- Due to state statutes, certain types of businesses (i.e. residential rentals) will only have a Glendale TPT license.
- The information obtained during the city's licensing process can be used for city business purposes while still maintaining confidentiality of appropriate information.

As a part of the June 2nd presentation staff provided Council with options regarding licensing fees. The consensus of the Council was to move forward with staff's recommended fees of thirty-five dollar (\$35) for a TPT License and twenty-five dollars (\$25) for a City Business License. At these rates the total dollar amount of license fees the City collects will be approximately the same.

Based on the current demographics of taxable and non-taxable businesses in Glendale:

- Approximately six percent (6%) of the businesses will have only a City Business License and pay a reduced fee of twenty-five dollars (\$25).
- Approximately twenty-seven percent (27%) of the businesses will have only a Glendale TPT License and will pay a reduced fee of thirty-five dollars (\$35).
- Approximately sixty-seven percent (67%) will have both a Glendale TPT License and a City Business License and will pay a slightly higher fee of sixty dollars (\$60) for both licenses.

In order to accomplish these changes, the first Council action needed will be to approve a new City Business License at a rate of twenty-five (\$25) for all businesses; regardless of whether or not the business is subject to TPT, unless exempted by state law. In conjunction with this action, the city must post any fee increases on its website for 60 days before considering the increase or adding a fee. The notice of public hearing to consider this fee was posted on the city's website on March 17, 2016. The second Council action needed is to reduce the current TPT License fee from fifty dollars (\$50) to thirty-five dollars (\$35).

In addition to establishing a City Business License fee, other changes to Article III are recommended. Changes include eliminating proration of the City Business License fee; adding business licensing and cancellation requirements; establishing business cease and desist order guidelines for non-compliant businesses; and adding definitions which are relevant to business licensing.

Previous Related Council Action

At the June 2, 2015 City Council Workshop, Council gave staff direction to move forward with the staff recommended option presented and proposed licensing fees that would have a revenue neutral impact on

the city.

Community Benefit/Public Involvement

Licensing regulations help ensure the city has information about the types of businesses operating within its jurisdiction and that they operate in conformance with the city's other regulatory codes.

A notice of public hearing to be held on May 24, 2016 was published in the Glendale Star on May 5, 2016. The proposed ordinance was made available for public review in the City Clerk's Office.

Budget and Financial Impacts

The financial impact of these licensing changes will be revenue neutral to the city.

ORDINANCE NO. 2990 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING ARTICLE III OF CHAPTER 21 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS BY ADDING DEFINITIONS RELEVANT TO BUSINESS LICENSING; ADDING BUSINESS LICENSING REQUIREMENTS; ESTABLISHING A BUSINESS LICENSE FEE; ELIMINATING BUSINESS LICENSE FEE PRORATION; ADDING BUSINESS LICENSING CANCELLATION REQUIREMENTS; ESTABLISHING BUSINESS CEASE AND DESIST ORDER GUIDELINES; ESTABLISHING AN EFFECTIVE DATE; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING JANUARY 1, 2017 AS THE EFFECTIVE DATE.

WHEREAS, the City Council held a public hearing on May 24, 2016 and considered the required amendments to Article III of Chapter 21 - Licenses, Taxation and Miscellaneous Business Regulations.

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

SECTION 1. That Glendale City Code, Chapter 21 – Licenses, Taxation and Miscellaneous Business Regulations, Article III, Sections 21-131, 21-132, 21-132.1, 21-133, 21-134, 21-135, 21-136, 21-137, 21-138, 21-139, 21-140, 21-141, and Article III’s title are hereby amended to read as follows:

ARTICLE III. – ~~OCCUPATIONAL~~ CITY BUSINESS LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

Sec. 21-131. - Definitions.

Business: All activities or acts, either personal or on behalf of a corporate entity, engaged in and caused to be engaged in with the object of gain, benefit, or advantage, either direct or indirect, but not including casual activities or sales.

Engaged in Business: The commencing, conducting, operating, managing or carrying on of a business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, servant, or otherwise, whether operating from a fixed location in the City or entering the City from an outside location to engage in such activities, or storing or using tangible personal property in this municipality.

Person: An individual, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate, broker, the Federal Government, the State, or any political subdivision or agency of the State. For the purpose of this Chapter, a person shall be considered a distinct and separate person from any general or limited partnership or joint venture or other association with which such person is affiliated. A subsidiary corporation shall be considered a separate person from its parent corporation for purposes of taxation of transactions with its parent corporation.

Shall: The words “shall,” “will,” and “must” all refer to mandatory actions.

Tax Collector: Means the City Manager or his designee or agent for all purposes under this Chapter.

~~The term "BOP license" shall mean any business, occupational or professional license required under section 21-132.~~

(Ord. No. 1724, § 1, 6-2-92)

Sec. 21-132. – City Business Licenses; required.

- (a) A person before engaging in any business within the City must make application to the Tax Collector for a City Business License and pay the applicable license fee.
- (b) It is unlawful for any person to engage in any business for which a City Business License is required without having first obtained such license.
- (c) A separate City Business License and applicable fees are required for each location of a business, occupation or professional licensed under this article and for each type of business, occupation or profession carried on at a particular location by a licensee.
- (d) Any person found guilty of violating any provisions of this article shall be guilty of a class 1 misdemeanor. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

Section 21-132.1 – City Business Licenses; special requirements.

- (a) Partnerships. Application for a City Business License for a partnership engaging or continuing in business in the city shall provide, as a minimum, the federal identification numbers, names and addresses of all general partners.
- (b) Corporations. Application for a City Business License for a corporation engaging or continuing in business in the city shall provide, as a minimum, the corporation federal identification number, the names and addresses of both the Chief Executive Officer and Chief Financial Officer of the corporation.
- (c) Applications for City Business Licenses may contain other requirements as defined by the Tax Collector.

~~Sec. 21-132~~133. - License required; exemptions.

- ~~(a) All persons engaging in any business, occupation or profession within the city and operating from a regular place of business within the city, except for those persons specified in subsection (b), shall be required to obtain a BOP license pursuant to this article and to pay an annual license fee. A separate license shall be required for each location of a business, occupation or profession licensed under this article and for each type of business, occupation or profession carried on at a particular location by a licensee.~~
- (~~b~~a) The following persons, when engaging in activities subject to the following licensing provisions, shall not be required to obtain a ~~BOP~~ City Business License:

- (1) Any person licensed pursuant to ~~any other article of this eChapter 21, Article I - Special Regulatory Licenses; Article IV - Occasional Sales; and Article V - Open-Air Markets and Park-and-Swap Operations; or any other provision of this Code;~~
 - (2) Any person licensed by the state pursuant to title 20, Arizona Revised Statutes, as amended;
 - (3) Any participant at an open-air market or park-and-swap operation, if the operator of such market or operation is licensed pursuant to article V of this chapter;
 - (4) Any person who engages in a business, occupation or profession for which a city license is required only as an employee of or as an independent contractor for another person or entity which holds a city license for such business, occupation or profession-;
 - (5) Any person who engages in the business activity of leasing, renting or licensing residential real property located within the City;
 - (6) Any other business, occupation or professional exempted by state law.
- (e) ~~It shall be unlawful for any person to engage in any business, occupation or profession for which a BOP license is required without having first obtained such license.~~

(Ord. No. 1724, § 1, 6-2-92; Ord. No. 1837, § 1, 4-11-95; Ord. No. 1919, § 3, 12-10-96)

Sec. 21-~~133~~134. - Application; nonprofit entities.

- (a) An application for a ~~BOP~~ City Business ~~L~~icense shall be made on forms furnished by the city.
- (b) Any nonprofit entity which has tax-exempt status under the Internal Revenue Code section 501(c)(3), as certified by the Internal Revenue Service, and which is not exempt from obtaining a ~~BOP~~ City Business ~~L~~icense under subsection 21-132(b) is required to obtain a ~~BOP~~ City Business ~~L~~icense. Such nonprofit entity shall furnish a copy of its tax-exempt certification with its application, and such entity shall not be charged a license fee.

(Ord. No. 1724, § 1, 6-2-92)

Sec. 21-~~134~~135. - Fees.

~~The license fee to obtain a City Business License is twenty-five dollars (\$25), and the fee is non-refundable. fee for BOP licenses shall be set by resolution. The City Business License fee is valid only for the location identified on the application for the calendar year in which it is issued, unless the license is renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of twenty-five dollars (\$25) for each license. The city may set different license fees for an applicant who has not previously been issued a BOP license for the calendar year in which he or she submits an application and for an applicant who has been issued a BOP license for the calendar year in which he or she submits an application and who is required to obtain a new BOP license due to a change in the location of his or her business.~~

(Ord. No. 1724, § 1, 6-2-92)

Sec. 21-~~135~~136. - Issuance; expiration; renewal.

- (a) Any ~~BOP~~ City Business ~~L~~icense shall be valid only for the calendar year in which it is issued. Each such ~~BOP~~ City Business ~~L~~icense expires on December 31 of each year and must be renewed on or before January 31 of the following year by paying the applicable renewal fee. The renewal fee must be received by the ~~€Tax and~~ L~~icense m~~anager by January 31 to be deemed timely paid.

~~(b) — Persons whose initial applications for BOP licenses are received by the city after March 31 of any year shall be subject to an initial license fee on a prorated basis as follows:~~

Business Start Date	Proration of License Fee
April 1 — June 30	75%
July 1 — September 30	50%
October 1 — December 31	25%

~~The applicable proration percentage shall be applied to the annual license fee set by resolution to determine the initial license fee.~~

~~(e)~~ Any person who fails to renew a BOP City Business License by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a BOP City Business License, shall be subject to all penalties imposed under this article against persons unlawfully operating without a BOP City Business License, and shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which the BOP City Business License expired in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new BOP City Business License is issued to such person. License fee penalties may be waived by the Tax and License Manager subject to the same terms as the waiver of tax penalties as provided for in Chapter 21.1-540.

~~(e)~~ Any person who is required to obtain a BOP City Business License and fails to do so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new BOP City Business License is issued to such person. License fee penalties may be waived by the Tax and License Manager subject to the same terms as the waiver of tax penalties as provided for in Chapter 21.1-540.

~~(d)~~ Any licensee who needs a copy of the City Business License which is still in effect shall be charged the current license fee for each reissuance of a license.

(Ord. No. 1724, § 1, 6-2-92; Ord. No. 1837, § 2, 4-11-95; Ord. No. 1919, § 3, 12-10-96)

Sec. 21-~~436~~137. - Nontransferability.

No BOP City Business License shall be transferable between persons or locations.

(Ord. No. 1724, § 1, 6-2-92)

Sec. 21-~~437~~138. - Display.

The holder of a ~~BOP~~ City Business HLicense shall at all times display his or her license in a conspicuous place at his or her regular place of business within the city.

(Ord. No. 1724, § 1, 6-2-92)

Sec. 21-~~138~~139. - Compliance with other laws.

The issuance of a ~~BOP~~ City Business HLicense by the eCity shall not be construed as authority to engage in any activity which is in violation of any other law or regulation to which such activity is subject, or to conduct activities on any property in violation of the zoning ordinance.

(Ord. No. 1724, § 1, 6-2-92; Ord. No. 1919, § 3, 12-10-96)

Section 21-140 – City Business Licenses; cancellation.

- (a) Falsification of information contained on an application will result in the cancellation of the business license.
- (b) Failure to submit the required transaction privilege tax reports or to pay the required tax, penalty, and interest will result in the cancellation of the business license.
- (c) Failure to pay amounts owed to the city for fees, charges, penalties, interest, or any amounts owed to the city for any reason will result in cancellation of the business license.
- (d) Failure to comply with any statute, regulation, or ordinance, will result in cancellation of the business license.
- (e) To contest a business license cancellation, the licensee must request a hearing within 10 business days of the notice of cancellation. If timely requested, a hearing before the Tax Collector will be held for the purpose of showing cause why the license should not be cancelled. If no such hearing is requested the business license will be cancelled.

Section 21-141 – City Business Licenses; cease and desist orders.

A cease and desist order may be issued if the Tax Collector determines that a person is conducting business without the required business license. Notification will be provided either in person or by certified mail. When a cease and desist order is issued, all business activities must cease immediately until such time as the licensing required by this chapter has been secured. It is unlawful and a violation of this code for any person to engage in any business within the City when a cease and desist order has been issued and business may not commence until the cease and desist order has been lifted by the Tax Collector.

Secs. 21-~~139~~142—21-150. - Reserved.

SECTION 2. This Ordinance's amendment of the Glendale City Code, Chapter 21, Article III shall be effective on January 1, 2017.

SECTION 3. Any person who fails to pay taxes imposed by this code or is found guilty of violating any provisions of the amendments to the tax code is subject to the following penalties:

Sec. 21.1-540. Interest and civil penalties.

(a) Any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay interest upon such tax until paid. From and after October 1, 2005, the interest rate shall be determined in the same manner and at the same times as prescribed by Section 6621 of the United States Internal Revenue Code and compounded annually under the method described in subsection (1) below. The rate of interest for both overpayments and underpayments for all taxpayers is the federal short-term rate, determined pursuant to Section 6621(b) of the Internal Revenue Code, plus three percentage points. The interest rate prior to October 1, 2005 shall be one percent (1%) per month. Said interest may be neither waived by the Tax Collector nor abated by the Hearing Officer except as it might relate to a tax abated as provided by Section 21.1-570.

(1) On January 1 of each year any interest outstanding as of that date that was accrued from and after October 1, 2005 is thereafter considered a part of the principal amount of the tax and accrues interest pursuant to this section.

(2) Interest accrued prior to October 1, 2005 shall not be added to the principal.

(b) In addition to interest assessed under subsection (a) above, any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay any or all of the following civil penalties, in addition to any other penalties prescribed by this Chapter:

(1) A taxpayer who fails to timely file a return for a tax imposed by this Chapter shall pay a penalty of five percent (5%) of the tax for each month or fraction of a month elapsing between the delinquency date of the return and the date on which it is filed, unless the taxpayer shows that the failure to timely file is due to reasonable cause and not due to willful neglect. This penalty shall not exceed twenty-five percent (25%) of the tax due.

(2) A taxpayer who fails to pay the tax within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid tax, unless the taxpayer shows that the failure to timely pay is due to reasonable cause and not due to willful neglect. If the taxpayer is also subject to a penalty under subsection (b)(1) above for the same tax period, the total penalties under subsection (b)(1) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(3) A taxpayer who fails or refuses to file a return within thirty (30) days of having received a written notice and demand from the Tax Collector shall pay a penalty of twenty-five percent (25%) of the tax, unless the taxpayer shows that the failure is due to reasonable cause and not due to willful neglect or the Tax Collector agrees to a longer time period.

(4) If the cause of a tax deficiency is determined by the Tax Collector to be due to negligence, but without regard for intent to defraud, the taxpayer shall pay a penalty of ten percent (10%) of the amount of deficiency. If the taxpayer is also subject to a penalty under subsection (b)(1) or (b)(2) above for the same tax period, the total penalties imposed under subsection (b)(1), (b)(2) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(5) If the cause of a tax deficiency is determined by the Tax Collector to be due to civil fraud or evasion of the tax, the taxpayer shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(c) Penalties and interest imposed by this Section are due and payable upon notice by the Tax Collector.

(d) If, following an audit, penalties attributable to the audit period are to be assessed pursuant to subsection (b)(1) or (b)(2) above, the Tax Collector, before assessing such penalties, must take into consideration any information or explanations provided by the taxpayer as to why the return was not timely filed and/or the tax was not timely paid. If such information and/or explanations are provided by the taxpayer, and the Tax Collector nevertheless decides to assess penalties pursuant to subsection (b)(1) or (b)(2) above, then, at the time the penalties are assessed, the Tax Collector must provide the taxpayer with a detailed written explanation of the basis for the Tax Collector's determination that the information and/or explanations provided by the taxpayer did not constitute reasonable cause.

(e) The assessment of the penalties prescribed by subsections (b)(3) through (b)(5) above must be approved on a case-by-case basis by the Tax Collector prior to such assessment. In addition, any assessment which includes penalties based upon subsection (b)(3), (b)(4), or (b)(5) above must be accompanied by a statement signed by the Tax Collector setting forth in detail the basis for the Tax Collector's determination that the penalties are warranted under the circumstances.

(f) The Tax Collector shall waive or adjust penalties imposed by subsections (b)(1) and (b)(2) above upon a finding that:

(1) in the past, the taxpayer has consistently filed and paid the taxes imposed by this Chapter in a timely manner; or

(2) the amount of the penalty is greatly disproportionate to the amount of the tax; or

(3) the failure of a taxpayer to file a return and/or pay any tax by the delinquency date was caused by any of the following circumstances which must occur prior to the delinquency date of the return or payment in question:

(A) the return was timely filed but was inadvertently forwarded to another taxing jurisdiction.

(B) erroneous or insufficient information was furnished the taxpayer by the Tax Collector or his employee or agent.

(C) death or serious illness of the taxpayer, member of his immediate family, or the preparer of the reports immediately prior to the due date.

(D) unavoidable absence of the taxpayer immediately prior to the due date.

(E) destruction, by fire or other casualty, of the taxpayer's place of business or records.

(F) prior to the due date, the taxpayer made application for proper forms which could not be furnished in sufficient time to permit a timely filing.

(G) the taxpayer was in the process of pursuing an active protest of the tax in question in another taxing jurisdiction at the time the tax and/or return was due.

(H) the taxpayer establishes through competent evidence that the taxpayer contacted a tax advisor who is competent on the specific tax matter and, after furnishing necessary and relevant information, the taxpayer was incorrectly advised that no tax was owed and/or the filing of a return was not required.

(I) the taxpayer has never been audited by a City for the tax or on the issue in question and relied, in good faith, on a state exemption or interpretation.

(J) the taxpayer can provide some public record (court case, report in a periodical, professional journal or publication, etc.) stating that the transaction is not subject to tax.

(K) the Arizona Department of Revenue, based upon the same facts and circumstances, abated penalties for the same filing period.

A taxpayer may also request a waiver or adjustment of penalty for a reason thought to be equally substantive to those reasons itemized above. All requests for waiver or adjustment of penalty must be in writing and shall contain all pertinent facts and other reliable and substantive evidence to support the request. In all cases, the burden of proof is upon the taxpayer.

(g) No request for waiver of penalty under subsection (f) above may be granted unless written request for waiver is received by the Tax Collector within forty-five (45) days following the imposition of penalty. Any taxpayer aggrieved by the refusal to grant a waiver under subsection (f) above may appeal under the provisions of Section 21.1-570 provided that a petition of appeal or request for an extension is submitted to the Tax Collector within forty-five (45) days of the taxpayer's receipt of notice by the City that waiver has been denied.

(h) For the purpose of this Section, "reasonable cause" shall mean that the taxpayer exercised ordinary business care and prudence, i.e., had a reasonable basis for believing that the tax did not apply to the business activity or the storage or use of the taxpayer's tangible personal property in this City.

(i) For the purpose of this Section, "negligence" shall be characterized chiefly by inadvertence, thoughtlessness, inattention, or the like, rather than an "honest mistake". Examples of negligence include:

- (1) the taxpayer's failure to maintain records in accordance with Article III of this Chapter;
- (2) repeated failures to timely file returns; or
- (3) gross ignorance of the law.

Sec. 21.1-580. Criminal penalties.

(a) It is unlawful for any person to knowingly or willfully:

- (1) fail or refuse to make any return required by this Chapter.
- (2) fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.
- (3) make or cause to be made a false or fraudulent return.
- (4) make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.
- (5) fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.
- (6) fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.

(7) advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.

(8) fail or refuse to obtain a Privilege License or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.

(9) reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.

(b) The violation of any provision of subsection (a) above shall constitute a Class One Misdemeanor.

(c) In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

SECTION 4. 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 of this ordinance.

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_finance_chapter 21.doc



Legislation Description

File #: 16-186, **Version:** 1

ORDINANCE 2991: AMENDMENT TO THE MODEL CITY PRIVILEGE (SALES) TAX CODE, ARTICLE III-LICENSING AND RECORDKEEPING (ORDINANCE) (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Chapter 21.1, Model City Privilege (Sales) Tax Code. Approval of the proposed amendment to Sec. 21.1-320 will reduce the Transaction Privilege Tax License fee to be administered by the state on the City's behalf from fifty dollars (\$50) to thirty-five dollars (\$35) with an effective date of January 1, 2017. This is the second of two actions on the same agenda related to licensing regulations and fees for businesses.

Background

Chapter 255, Laws of Arizona 2013 (commonly referred to as TPT Simplification), made changes to the administration, collection, and licensing process for Transaction Privilege Tax (TPT). The city currently has two types of business licenses. A TPT License is issued to businesses which collect and remit TPT. An Occupation Business License (OCC) is issued to businesses which are not subject to TPT. Starting in January 2017, when the state takes over the administration of TPT, they will begin issuing all TPT Licenses.

Analysis

Under current city code, Chapter 21 - Licenses, Taxation and Miscellaneous Business Regulations, businesses obtain either a TPT License for taxable activity or an OCC Business License if their business activity is not subject to TPT. The cost for either type of license is fifty dollars (\$50) and businesses are only required to have one license or the other. Applications go through a multidepartment review and approval process before a license is issued to the business. This assists in ensuring the business is in compliance with relevant fire codes, building safety requirements, and zoning regulations before the business becomes licensed. In addition, it ensures the city has accurate information regarding which businesses are active in the city, their business activity type, and contact information. Licenses are renewed annually and businesses regularly provide updated information as part of the renewal process.

When the state takes over TPT administration, TPT Licenses will be issued by the state without an approval process for the city. Also, all the information on the TPT License issued by the state is considered to be confidential and would not be available to be used by the city for any purpose other than TPT related business. This could affect economic development, business attraction and retention, and special event regulation. At the June 2, 2015 Council Workshop, staff presented options for City Council's consideration for business licensing. Council requested staff move forward with adopting new city code sections which would

require all businesses (TPT and non-TPT) to obtain a City Business License while also retaining the TPT License administered by the state. The effects of this will be:

- Taxable businesses located in the City of Glendale will have two licenses, a Glendale TPT License issued by the state and a City Business License issued by the city.
- Non-taxable businesses will have only a City Business License.
- The City Business License will be issued after an approval process similar to the current business practice.
- Due to state statutes, certain types of businesses (i.e. residential rentals) will only have a Glendale TPT license.
- The information obtained during the city's licensing process can be used for city business purposes while still maintaining confidentiality of appropriate information.

As a part of the June 2nd presentation staff provided Council with options regarding licensing fees. The consensus of the Council was to move forward with staff's recommended fees of thirty-five dollar (\$35) for a TPT License and twenty-five dollars (\$25) for a City Business License. At these rates the total dollar amount of license fees the City collects will be approximately the same.

Based on the current demographics of taxable and non-taxable businesses in Glendale:

- Approximately six percent (6%) of the businesses will have only a City Business License and pay a reduced fee of twenty-five dollars (\$25).
- Approximately twenty-seven percent (27%) of the businesses will have only a Glendale TPT License and will pay a reduced fee of thirty-five dollars (\$35).
- Approximately sixty-seven percent (67%) will have both a Glendale TPT License and a City Business License and will pay a slightly higher fee of sixty dollars (\$60) for both licenses.

In order to accomplish these changes, the first action needed was to approve a new City Business License at a rate of twenty-five (\$25) for all businesses; regardless of whether or not the business is subject to TPT, unless exempted by state law. Assuming Council adopted the first action, this item will be a public hearing and consideration of adoption of an ordinance reducing the current TPT License fee from fifty dollars (\$50) to thirty-five dollars (\$35). The notice of public hearing to consider this item was posted on May 5, 2016.

Previous Related Council Action

At the June 2, 2015 City Council Workshop, Council gave staff direction to move forward with the staff recommended option presented and proposed licensing fees that would have a revenue neutral impact on the city.

Community Benefit/Public Involvement

Licensing regulations help ensure the city has information about the types of businesses operating within its jurisdiction and that they operate in conformance with the city's other regulatory codes.

A notice of public hearing to be held on May 24, 2016 was published in the Glendale Star on May 5, 2016. The

proposed ordinance was made available for public review in the City Clerk's Office.

Budget and Financial Impacts

The financial impact of these licensing changes will be revenue neutral to the city.

ORDINANCE NO. 2991 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE III-LICENSING AND RECORDKEEPING, SEC. 21.1-320 REDUCING THE TRANSACTION PRIVILEGE AND USE TAX LICENSE FEE FROM FIFTY DOLLARS TO THIRTY-FIVE DOLLARS; ESTABLISHING AN EFFECTIVE DATE; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Glendale adopted the Model City Privilege (Sales) Tax Code on March 24, 1987 as Chapter 21.1; and

WHEREAS, the City Council held a public hearing on May 24, 2016 and considered the amendments to Glendale's Model City Privilege (Sales) Tax Code.

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

SECTION 1. That Glendale City Code, Chapter 21.1 Model City Privilege (Sales) Tax Code, Article III (Licensing and Recordkeeping), Sec. 21.1-320 is hereby amended to read as follows:

Sec. 21.1-320. - License fees; annual renewal; renewal fees.

(a) The Transaction Privilege and Use Tax License shall be valid upon receipt of a non-refundable license fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00), except for a license to engage in the business activity of residential or commercial real property rental, leasing, and licensing for use as separately identified in this Section. The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00) for each license, subject to the limitations in A.R.S. 42-5005. Such annual renewal fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(b) The Transaction Privilege and Use Tax License to engage in the business activity of residential real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on

January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

(c) The Transaction Privilege and Use Tax License to engage in the business activity of commercial real property rental, leasing, and licensing for use shall be valid only upon receipt of a non-refundable license fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00). The Transaction Privilege and Use Tax License shall be valid only for the calendar year in which it is issued unless renewed each year by filing the appropriate application for license renewal and paying an annual license renewal fee of ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00) for each license, subject to the limitations in A.R.S. 42-5005. Such fee shall be due and payable on January 1 of each year and shall be considered delinquent if not paid and received on or before the last business day of January.

SECTION 2. This Ordinance's amendment of the Glendale City Code, Chapter 21.1 Model City Privilege (Sales) Tax Code, Section 21.1-320 shall be effective on January 1, 2017.

SECTION 3. Any person who fails to pay taxes imposed by this code or is found guilty of violating any provisions of the amendments to the tax code is subject to the following penalties:

Sec. 21.1-540. Interest and civil penalties.

(a) Any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay interest upon such tax until paid. From and after October 1, 2005, the interest rate shall be determined in the same manner and at the same times as prescribed by Section 6621 of the United States Internal Revenue Code and compounded annually under the method described in subsection (1) below. The rate of interest for both overpayments and underpayments for all taxpayers is the federal short-term rate, determined pursuant to Section 6621(b) of the Internal Revenue Code, plus three percentage points. The interest rate prior to October 1, 2005 shall be one percent (1%) per month. Said interest may be neither waived by the Tax Collector nor abated by the Hearing Officer except as it might relate to a tax abated as provided by Section 21.1-570.

(1) On January 1 of each year any interest outstanding as of that date that was accrued from and after October 1, 2005 is thereafter considered a part of the principal amount of the tax and accrues interest pursuant to this section.

(2) Interest accrued prior to October 1, 2005 shall not be added to the principal.

(b) In addition to interest assessed under subsection (a) above, any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay any or all of the following civil penalties, in addition to any other penalties prescribed by this Chapter:

(1) A taxpayer who fails to timely file a return for a tax imposed by this Chapter shall pay a penalty of five percent (5%) of the tax for each month or fraction of a month elapsing between the delinquency date of the return and the date on which it is filed, unless the

taxpayer shows that the failure to timely file is due to reasonable cause and not due to willful neglect. This penalty shall not exceed twenty-five percent (25%) of the tax due.

(2) A taxpayer who fails to pay the tax within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid tax, unless the taxpayer shows that the failure to timely pay is due to reasonable cause and not due to willful neglect. If the taxpayer is also subject to a penalty under subsection (b)(1) above for the same tax period, the total penalties under subsection (b)(1) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(3) A taxpayer who fails or refuses to file a return within thirty (30) days of having received a written notice and demand from the Tax Collector shall pay a penalty of twenty-five percent (25%) of the tax, unless the taxpayer shows that the failure is due to reasonable cause and not due to willful neglect or the Tax Collector agrees to a longer time period.

(4) If the cause of a tax deficiency is determined by the Tax Collector to be due to negligence, but without regard for intent to defraud, the taxpayer shall pay a penalty of ten percent (10%) of the amount of deficiency. If the taxpayer is also subject to a penalty under subsection (b)(1) or (b)(2) above for the same tax period, the total penalties imposed under subsection (b)(1), (b)(2) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(5) If the cause of a tax deficiency is determined by the Tax Collector to be due to civil fraud or evasion of the tax, the taxpayer shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(c) Penalties and interest imposed by this Section are due and payable upon notice by the Tax Collector.

(d) If, following an audit, penalties attributable to the audit period are to be assessed pursuant to subsection (b)(1) or (b)(2) above, the Tax Collector, before assessing such penalties, must take into consideration any information or explanations provided by the taxpayer as to why the return was not timely filed and/or the tax was not timely paid. If such information and/or explanations are provided by the taxpayer, and the Tax Collector nevertheless decides to assess penalties pursuant to subsection (b)(1) or (b)(2) above, then, at the time the penalties are assessed, the Tax Collector must provide the taxpayer with a detailed written explanation of the basis for the Tax Collector's determination that the information and/or explanations provided by the taxpayer did not constitute reasonable cause.

(e) The assessment of the penalties prescribed by subsections (b)(3) through (b)(5) above must be approved on a case-by-case basis by the Tax Collector prior to such assessment. In addition, any assessment which includes penalties based upon subsection (b)(3), (b)(4), or (b)(5) above must be accompanied by a statement signed by the Tax Collector setting forth in detail the basis for the Tax Collector's determination that the penalties are warranted under the circumstances.

(f) The Tax Collector shall waive or adjust penalties imposed by subsections (b)(1) and (b)(2) above upon a finding that:

(1) in the past, the taxpayer has consistently filed and paid the taxes imposed by this Chapter in a timely manner; or

(2) the amount of the penalty is greatly disproportionate to the amount of the tax; or

(3) the failure of a taxpayer to file a return and/or pay any tax by the delinquency date was caused by any of the following circumstances which must occur prior to the delinquency date of the return or payment in question:

(A) the return was timely filed but was inadvertently forwarded to another taxing jurisdiction.

(B) erroneous or insufficient information was furnished the taxpayer by the Tax Collector or his employee or agent.

(C) death or serious illness of the taxpayer, member of his immediate family, or the preparer of the reports immediately prior to the due date.

(D) unavoidable absence of the taxpayer immediately prior to the due date.

(E) destruction, by fire or other casualty, of the taxpayer's place of business or records.

(F) prior to the due date, the taxpayer made application for proper forms which could not be furnished in sufficient time to permit a timely filing.

(G) the taxpayer was in the process of pursuing an active protest of the tax in question in another taxing jurisdiction at the time the tax and/or return was due.

(H) the taxpayer establishes through competent evidence that the taxpayer contacted a tax advisor who is competent on the specific tax matter and, after furnishing necessary and relevant information, the taxpayer was incorrectly advised that no tax was owed and/or the filing of a return was not required.

(I) the taxpayer has never been audited by a City for the tax or on the issue in question and relied, in good faith, on a state exemption or interpretation.

(J) the taxpayer can provide some public record (court case, report in a periodical, professional journal or publication, etc.) stating that the transaction is not subject to tax.

(K) the Arizona Department of Revenue, based upon the same facts and circumstances, abated penalties for the same filing period.

A taxpayer may also request a waiver or adjustment of penalty for a reason thought to be equally substantive to those reasons itemized above. All requests for waiver or adjustment of penalty must be in writing and shall contain all pertinent facts and other reliable and substantive evidence to support the request. In all cases, the burden of proof is upon the taxpayer.

(g) No request for waiver of penalty under subsection (f) above may be granted unless written request for waiver is received by the Tax Collector within forty-five (45) days following the imposition of penalty. Any taxpayer aggrieved by the refusal to grant a waiver under subsection

(f) above may appeal under the provisions of Section 21.1-570 provided that a petition of appeal or request for an extension is submitted to the Tax Collector within forty-five (45) days of the taxpayer's receipt of notice by the City that waiver has been denied.

(h) For the purpose of this Section, "reasonable cause" shall mean that the taxpayer exercised ordinary business care and prudence, i.e., had a reasonable basis for believing that the tax did not apply to the business activity or the storage or use of the taxpayer's tangible personal property in this City.

(i) For the purpose of this Section, "negligence" shall be characterized chiefly by inadvertence, thoughtlessness, inattention, or the like, rather than an "honest mistake". Examples of negligence include:

- (1) the taxpayer's failure to maintain records in accordance with Article III of this Chapter;
- (2) repeated failures to timely file returns; or
- (3) gross ignorance of the law.

Sec. 21.1-580. Criminal penalties.

(a) It is unlawful for any person to knowingly or willfully:

- (1) fail or refuse to make any return required by this Chapter.
- (2) fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.
- (3) make or cause to be made a false or fraudulent return.
- (4) make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.
- (5) fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.
- (6) fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.
- (7) advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.
- (8) fail or refuse to obtain a Privilege License or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.
- (9) reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.

(b) The violation of any provision of subsection (a) above shall constitute a Class One Misdemeanor.

(c) In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

SECTION 4. 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.

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
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Legislation Description

File #: 16-252, **Version:** 1

ORDINANCE 2992: FISCAL YEAR 2015-16 BUDGET AMENDMENTS

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

Purpose and Policy Recommendation

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving certain Fiscal Year 2015-2016 (FY15-16) budget amendments. The City of Glendale's FY15-16 budget appropriation across all funds remains unchanged with this action. Exhibit A contains the requested appropriation and cash transfers between departments and funds consistent with Article VI, Section 11 of the City Code and consistent with Resolution No. 5038 supporting the Cash and Budget Appropriation Transfer Policy.

Background

A budget amendment is required to transfer appropriation authority or cash between funds. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year. Cash transfers can occur with a corresponding appropriation transfer between funds to be used to fund and establish a budget for a specific purpose in a separate fund. Cash only transfers can also occur between funds to establish funding for current or future appropriated expenditures.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On November 10, 2015, Council adopted Resolution No. 5038 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Analysis

This request is to: a) transfer cash between funds, and b) transfer budget appropriations. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments - Exhibit A

The budget amendments reported in Exhibit A in the attached ordinance are:

a) Lines 1-3, Transfers of cash between funds

Includes transfers between the Water/Sewer Operating Fund to the Water/Sewer Debt Service Fund for the annual debt service payments and a Capital Reserve transfer from the General Fund to the General Government Capital Projects Fund and the Vehicle Replacement Fund, to fund future year capital improvement projects as agreed upon by a consensus of the City Council at the FY16-17 budget workshop.

b) Lines 4-7, Transfers of budget appropriations

Includes capital project appropriation for the tenant improvements at the B of A building that were reimbursed by the tenant; a request for contingency appropriation within the Risk Management Trust fund for claim payments in excess of the FY15-16 budget; contingency appropriation for increased operating costs at the B of A building; and a transfer into the Sahuaro District funds to provide for the new councilmember's prorated term.

This is the second budget request for FY 2015-16 Council approved transfers. Staff anticipates additional transfers for FY 2015-16 will be brought to the Council for approval prior to the issuance of the final audited Comprehensive Annual Financial Report.

Previous Related Council Action

On November 10, 2015, Council approved Resolution 5038 New Series supporting the Financial Policy on Appropriation and Cash Transfers.

On November 10, 2015, Council approved the first request for FY2015-16 budget transfers.

Community Benefit/Public Involvement

The community benefit of the City's budget policies and amendment process demonstrates sound financial decisions are made through a transparent and public process where budgetary decisions align with the

strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

The City of Glendale's total FY 2015-16 budget appropriation across all funds remains unchanged. The FY 2015-16 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority and cash between departments and funds.

ORDINANCE NO. 2992 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or a portion of such balance from one office, department or agency to another.

WHEREAS, Resolution 5038 authorizes the City Council to approve cash transfers between funds in the last three months of the fiscal year.

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

SECTION 1. That the following transfers of cash and appropriation authorization in the adopted Fiscal Year 2015-2016 budget are authorized:

[See Exhibit A attached and incorporated into this resolution by reference.]

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_finance_budget transfer.doc

Reason for Transfer	Transfer From...				A=Approp C=Cash	Amount	Transfer To...			
	Fund	Div	Division Description	Acct			Fund	Div	Division Description	Acct
1 Water and Sewer Debt Service Payments	2360	02360	Water/Sewer Cash	702380	C	\$ 20,133,683	2380	02380	Water/Sewer Debt Service Fund	602360
2 Capital Reserve Transfer	1000	01000	General Fund Cash	701000	C	\$ 3,850,000	2070	02070	General Gov't Capital Projects Fund	602070
3 Capital Reserve Transfer	1000	01000	General Fund Cash	701000	C	\$ 1,072,490	1120	13610	Fleet Svcs. Vehicle Replacment Fund	601120
4 Contingency appropriation for B of A Tenant Improvements Reimbursement	1000	11901	General Fund Contingency	510200	A	\$ 150,000	1000	81072	Capital Improvements BofA	550800
5 Risk Management Trust Fund Contingency -Claims Payments	2540	11907	Risk Management Trust Fund- Continger	510200	A	\$ 870,000	2540	18010	Risk Management Trust Fund	542600
6 Contingency appropriation for B of A Increased Operational Cost	1000	11901	General Fund Contingency	510200	A	\$ 249,000	1000	13710	BofA Bank Building Operating	518200
7 Restablish Council District Funds	1000	11801	Non-Departmental	534700	A	\$ 2,306	1000	10140	Council District Funds- Sahuaro District	513220
Sub-Total Appropriation Transfers:						\$ 26,327,479				



Legislation Description

File #: 16-251, Version: 1

RESOLUTION 5111: FISCAL YEAR 2016-2017 TENTATIVE BUDGET ADOPTION

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

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Adoption of the Fiscal Year 2016-2017 (FY16-17) Tentative Budget, including the proposed Capital Improvement Program (CIP). This is also a request for City Council to give notice of the date for public hearings on the following items:

- The FY16-17 Final Budget and property tax levy on June 14, 2016 at 6:00 p.m. in the Council Chambers;
- The FY16-17 property tax levy adoption on June 28, 2016 at 6:00 p.m. in the Council Chambers

Once the Tentative Budget is approved by Council, it will be published together with the notice of public hearings in a newspaper of general circulation for two weeks as required by state statute.

Background

Development of the budget centered on the following key priorities identified by the Council during the past year:

- Sustainable
 - Achieve \$50 million unrestricted fund balance by FY19-20
 - New positions are funded with established revenues
- Outcome Based
 - Improve Public Safety high priority call response times
 - Address high employee turnover
 - Improve speed to market in planning department
 - Increase productivity through innovation and technology
 - Invest in capital improvements and infrastructure
- Efficiency
 - Reorganization of departments

The FY16-17 budget process included a five-year forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and review of the detailed budget requests for each of the departments, which included both the operating funds and the capital outlay. To inform and deliberate on current budget issues and financing opportunities, Council held six Budget Workshops to discuss specific budget and financial strategies for FY16-17 and future fiscal years.

State law requires that on or before the third Monday in July of each fiscal year, the City Council must adopt a tentative budget. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption; however, they may be decreased. This adoption sets the maximum “limits” for expenditure. The tentative budget must be fully itemized in conformance with the Auditor General’s State Budget Forms and entered upon the council meeting minutes.

For cities with a property tax, the final budget must be adopted by the third Monday in August. State law requires at least fourteen days between adoption of the final budget and adoption of the tax levy. In addition, special legislation further requires cities to publish a notice of Truth in Taxation if the proposed primary tax levy, excluding amounts attributable to new construction, is greater than the amount levied by the City in previous year.

The proposed FY16-17 Tentative Budget does not require a notice of Truth in Taxation because the proposed tax levy will be increased only by the amount attributable to new construction.

The City’s financial and budget policies are a key component of the budget process and prioritization of resources. The polices cover five major areas;

1. Fiscal Planning and Budgeting
2. Cash and Budget Appropriation Transfers
3. Expenditure Control
4. Capital Asset and Debt Management
5. Fund Reserves and Structure

The tentative budget document includes the Council’s financial policies to be considered for adoption along with the tentative budget.

Analysis

The proposed Tentative Budget for FY16-17 is \$693.0 million and includes an operating budget of \$391.0 million, a capital improvement budget of \$194.4 million, a debt service budget of \$73.8 million, and a contingency appropriation of \$33.8 million. The total revenue budget is \$537.7 million and a total transfer budget is \$120.2 million. The budget does not include an increase to the primary property tax rate.

The attached report (Exhibit A) contains a detailed analysis of the proposed Tentative Budget.

Previous Related Council Action

On May 3, 2016, a Budget Workshop was held to discuss follow up items and receive policy guidance on outstanding budget issues.

On April 19 and 21, 2016, Budget Workshops were held to present and review the city’s FY 2016-2017 (FY16-17) Operating Budget requests. A financial plan for the General Fund and proposed changes to the Capital Improvement Program were also presented.

On March 15, 2016, a Budget Workshop was held to present and review the city's 10-year Capital Improvement Plan. Council guidance was sought on various policy items relative to the FY16-17 budget development.

On February 16, 2016, a Budget Workshop was held reviewing various items including the budget calendar, legal requirements, major budget components, what constitutes a balanced budget, property tax revenue, and future discussion items.

On December 15, 2015, the General Fund and Major Operating Funds Five-Year Financial Forecast was presented at Council Workshop and initiated the FY16-17 budget process.

Community Benefit/Public Involvement

The community benefit of the City's budget process, policy direction, and budgetary decisions demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

Adoption of the FY16-17 Tentative Budget will set the maximum expenditures for the fiscal year at \$693 million.

RESOLUTION NO. 5111 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2016-2017; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.

WHEREAS, pursuant to the provisions of laws of the United States, the State of Arizona, and the charter and ordinances of the City of Glendale, the Council must adopt a tentative budget for the fiscal year beginning July 1, 2016, and ending June 30, 2017; and

WHEREAS, the Mayor and City Council of the City of Glendale, Arizona have reviewed the proposed budget.

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

SECTION 1. That the schedules contained in Exhibit A to this resolution are adopted for the purpose as set forth in the tentative budget for the City of Glendale for the fiscal year 2016-2017.

SECTION 2. That the Financial Policies contained in Exhibit A are adopted and approved.

SECTION 3. That the Council will conduct a hearing on the property tax levy on June 14, 2016, and levy the tax at a regularly scheduled meeting on June 28, 2016.

SECTION 4. That the Council will conduct a public hearing for the purpose of hearing taxpayers on the budget on June 14, 2016, and then enter a special meeting on that same date to determine and adopt a final budget for fiscal year 2016-2017.

SECTION 5. That upon the recommendation by the City Manager and with the approval of the City Council, expenditures may be made from the appropriation for contingencies.

SECTION 6. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, City Charter and ordinances.

SECTION 7. That all sums contained in the tentative budget's estimated expenditures are considered as specific appropriation and authority for the expenditures thereof, as provided in the

tentative budget, the laws of the United States Government, the State of Arizona, the Charter and ordinances of the City of Glendale.

SECTION 8. That pursuant to Glendale City Charter, Article VI, *et seq.*, and A.R.S. § 42-17101 *et seq.*, the City Council directs that the tentative budget along with a notice of the dates the Council will meet for the purpose of hearing taxpayers as to the final budget and tax levies, as well as the date set for the levy on the property tax, all be published in the official newspaper of the city once a week for at least two (2) consecutive weeks following the adoption of this tentative budget.

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



Memorandum

DATE: May 24, 2016
TO: Mayor & Council
FROM: Kevin Phelps, City Manager
SUBJECT: FY16-17 Tentative Budget Adoption

I am pleased to present the City Manager's FY16-17 Tentative Budget to the City Council for consideration for adoption. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption, however they may be decreased. With adoption of the tentative budget, the Council will set its maximum limits for expenditure. The tentative budget is itemized on the attachment which includes the Financial Policies, Fund Balance Analysis, the State Auditor General Forms (A-G) as required by state budget law, and the Capital Improvement Plan.

Development of the budget centered on the following key priorities identified by the Council during the past year:

- Sustainable
 - Achieve \$50 million unrestricted fund balance by FY19-20
 - New positions are funded with established revenues
- Outcome Based
 - Improve Public Safety high priority call response times
 - Address high employee turnover
 - Improve speed to market in planning department
 - Increase productivity through innovation and technology
 - Invest in capital improvements and infrastructure
- Efficiency
 - Reorganization of departments

The FY16-17 Tentative Budget request totals \$693 million. This is a 9.7% increase over the prior year's budget (FY15-16). The budget increase is mainly attributable to growth in the Capital Improvement Plan. The following two tables show the total budget by category and by fund type, respectively:

By Category	FY16-17 Total Expenditure Request (in millions)
Operating Expenditures	\$391.0
Debt Service	73.8
Capital Outlay	194.4
Contingency	33.8
Total Expenditures	\$693

Fund	FY16-17 Total Expenditure Request (in millions)
General Fund	\$201.7
General Fund-Vehicle Replacement	4.7
Special Revenue Funds	77.9
Debt Service Funds	53.7
Capital Projects Funds	76.6
Permanent Funds	5.7
Enterprise Funds	217.7
Internal Service Funds	55.0
Total Expenditures	\$693

The City’s Annual Budget can be broken down further into four major components: revenues, operations, capital projects, and debt service.

Revenues

Total revenues for FY16-17 are projected at \$537.7 million. The General Fund revenues are the largest source at \$210.3 million. These revenues are primarily used for general government operations. Key General Fund revenues are sales taxes (\$102 million), property taxes (\$5.6 million), and State Shared Revenues (\$60 million). Enterprise Funds revenues are the next largest source at \$131 million. These revenues are mainly from user fees and charges for services such as water and sewer, solid waste and landfill.

Fund	Revenue (in millions)
General Fund	\$210.3
General Fund-Vehicle Replacement	0.27
Special Revenue Funds	112.6
Debt Service Funds	20.1
Capital Projects Funds	12.3
Permanent Funds	0.03
Enterprise Funds	131.9
Internal Service Funds	50.2
Totals	\$537.7

Operations

The total FY16-17 Operating Budget is \$391 million which is a slight increase over the FY15-16 Operating Budget of \$383.9 million. A few of the highlights of the proposed budget include:

- No Primary Property Tax increase on existing property
- Funding vehicle replacements
- Implementing compensation and classification study recommendations (Segal)
- Adding two low acuity units to the Fire Department (Citygate)
- Enhancing the pavement management program
- Hosting the NCAA Final Four
- Adding Community Service Officers in the Police Department (Citygate)
- Adding staffing in the Planning Department
- Holding City-wide elections
- Improving Diversity and Employee Recognition programs
- Increasing operating costs for Bank of America building for new tenants
- Supplying the staffing needed to better leverage technology
- Addressing contract compliance through the addition of a Program Manager position

A total of 29 full-time equivalent positions (FTE's) have been incorporated into the FY16-17 proposed operating budget to address key priorities. The table below is a summary of additional positions requested:

Priority	Department	Resources
Productivity and Innovation	Information Technology	3 Positions
Public Safety service levels	Fire, Police, City Attorney, Court	14.75 Positions
Service Level Enhancements	Development Services, Community Services, Engineering, Finance	6.25 Positions
Efficiencies	Human Resources, Public Works	5 Positions

Total Operating Budget Request

The total FY16-17 proposed operating budget request of \$391 million is an increase of 1.83% over the prior fiscal year budget as depicted below by fund type. Increases in operating budgets are primarily attributable to wage and benefit increases. The Special Revenue Fund decrease is a result of reduced grant appropriations.

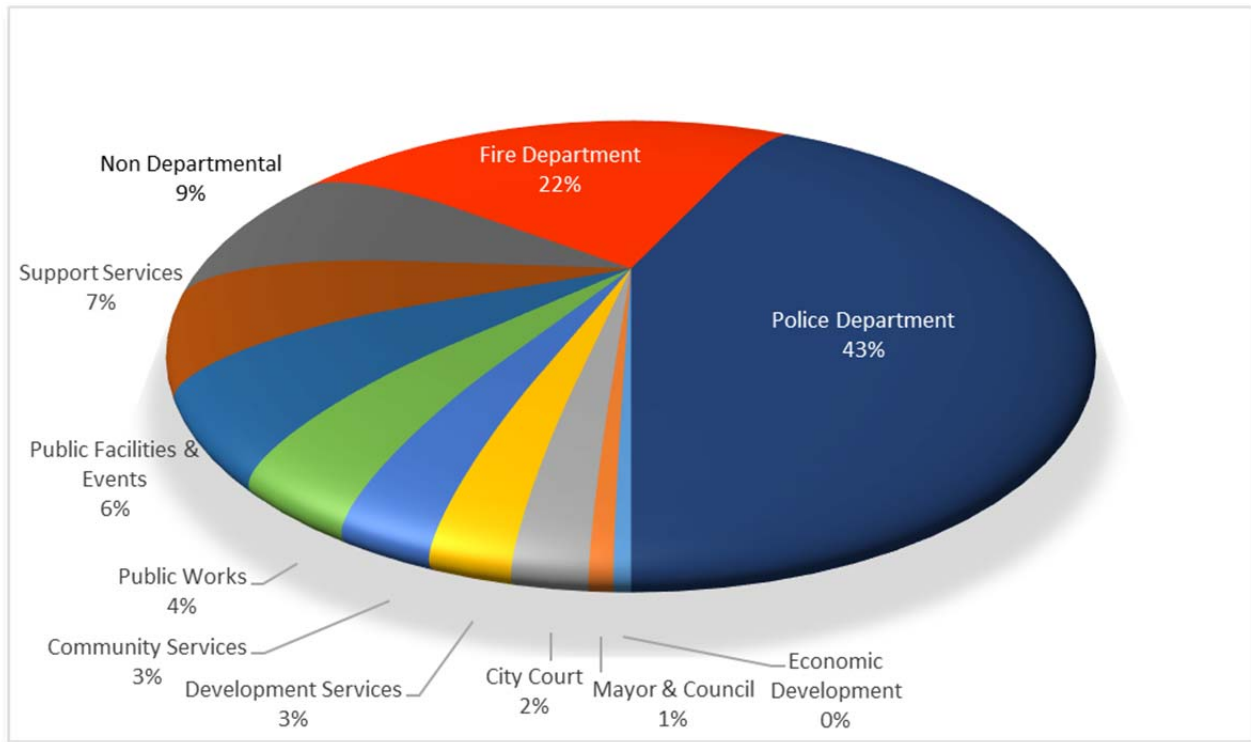
Fund Type	Operating Budget Request FY15-16	Operating Budget Request FY16-17	% Change
General Fund	\$194,114,097	\$196,653,699	1.31%
Fleet Replacement	4,500,000	4,732,500	5.17%
Special Revenue Funds	46,217,485	43,767,139	-5.30%
Enterprise Funds	89,608,081	92,137,545	2.82%
Internal Service Funds/Other	49,483,136	53,676,650	8.47%
Total	\$383,922,799	\$390,967,533	1.83%

General Fund

The General Fund is the largest operating fund and as such, it has been the focus of much of the attention during the budget process. Overall, the General Fund recommended budget has revenues and other financing sources exceeding expenditures and other financing uses by \$1,039,432 as illustrated below:

General Fund Sources and Uses	FY16-17 Request
Projected Revenues	\$210,277,130
Transfers In	25,186,732
Operating	(196,653,699)
Contingency	(5,000,000)
Transfers Out	(32,770,731)
Total Surplus (Sources – Uses)	\$1,039,432

**Total General Fund Operating Budget
\$196.7 million**



Within the General Fund, the largest operating budget request is for public safety expenditures of \$126 million or 65%. The next largest share of General Fund expenses is Non- Departmental at \$17.8 million. The Non- Departmental budget includes appropriation for items which are not specific to a particular department or program. Examples include arena management fees, a one-time NHL payment, and various development agreement and sales tax rebate payments. Support Services accounts for 7% of the General Fund operating budget and primarily consists of Human Resources, Budget and Finance, City Attorney and the City Manager’s Office. Transfers out include a maintenance of effort payment of just over \$1 million to the Enterprise Funds as directed by the

Council. Total appropriations also include \$5 million in contingency which can be used for unforeseen expenditures or unexpected revenue shortfalls which may occur during the budget year.

Special Revenue Funds

Special Revenue Funds are used to track specific activities restricted based on the nature of the revenues. Major funds include the Highway User Revenue Fund (streets and right-of-way), Transportation Sales Tax Fund (transportation, streets and airport) and the two restricted Fire and Police Public Safety Sales Tax Funds (enhanced public safety services). An enhanced level of service analysis is completed annually to determine the level of support allowed from these funds and then a corresponding transfer is budgeted to the General Fund from the Public Safety special revenue funds. A variety of grants are also categorized as special revenue funds. The largest federal grant source is the Community Development Block Grant (Dept. of Housing and Urban Development). Airport operations are also included in this fund type. The major special revenue fund budgets are shown in the table below:

Fund	FY16-17 Operating Budget
Grants	\$14,156,640
HURF	10,302,762
Transportation Sales Tax	13,247,233
Other	6,060,504
Total	\$43,767,139

Enterprise Funds

Enterprise Funds are used to account for operations, including debt service, 1) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or 2) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The enterprise funds which the city currently maintains are the water and sewer, landfill, sanitation, and housing funds. The public housing fund supports Glendale’s public housing program.

Fund	FY16-17 Operating Budget
Water & Sewer	\$51,897,813
Landfill	10,056,926
Sanitation	14,135,631
Public Housing	16,047,175
Total	\$92,137,545

Internal Service Funds

Internal service funds are used to account for the financing of services provided by one city department to other city departments on a cost-reimbursement basis. The city maintains six internal service funds: 1) the Risk Management Trust Fund, which provides liability insurance coverage; 2) the Workers' Compensation Trust Fund; 3) the Employee Benefits Fund, which provides health insurance to current and retired employees; 4) the Technology Fund, which supports the information technology systems of the city including all hardware, software, telephones and networks; 5) the Technology Projects Fund which supports city-wide information technology projects; and 6) the Fleet Services Fund, which services the city's rolling stock and equipment maintenance needs.

The total FY16-17 internal service funds requested budget is \$53.6 million broken down as follows:

Fund	FY16-17 Operating Budget
Benefits Program Trust Fund	\$26,825,620
Risk Management Trust Fund	2,951,560
Worker's Comp Trust Fund	2,204,924
Fleet Services	9,163,611
Information Technology	8,383,210
Technology Projects	4,147,725
Total	\$53,676,650

Capital Projects

Capital project funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities. Capital projects are also accounted for in the enterprise funds.

The 2017-2026 Capital Improvement Plan (CIP) totals approximately \$1 billion. The first five years of the ten-year plan are fully funded with available or anticipated revenues. The last five years of the plan will be evaluated and funded as sources become available. The capital improvement plan is re-evaluated and updated each fiscal year.

Only the first year of the plan will be appropriated by the Council when it adopts the FY16-17 budget. The FY16-17 CIP totals \$194,387,779. Notable projects in the first year of the CIP include:

- Public Safety Equipment (Heart Monitors and Turnout Gear) of \$1.6 million
- Pavement Management of \$23 million (\$21 million in HURF funding and \$2.0 million in Transportation funding)
- Plant Improvements at Pyramid Peak Water Treatment Plant of \$10.5 million
- Improvements at Arrowhead Water Reclamation Facility of \$25.4 million
- Landfill equipment replacements of \$667,000

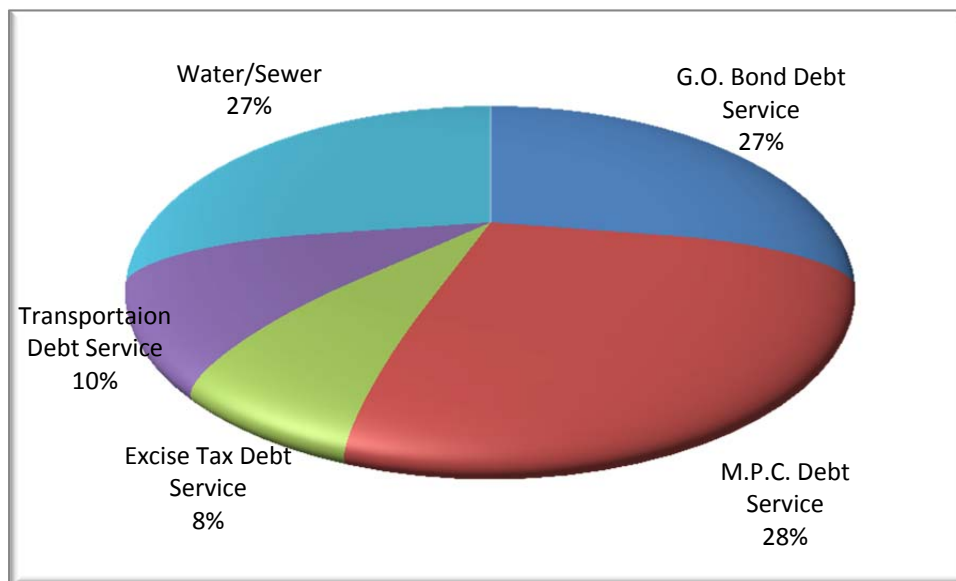
The funding sources for the FY16-17 capital projects are summarized in the table below:

Source	FY16-17 Budget (in millions)
Bond Construction	\$21.4
Development Impact Fees	3.9
Enterprise Funds	102.9
Transportation Fund	13.8
HURF	21.0
Grant Funds	20.9
Pay-as-you-go	10.5
Total	\$194.4

Debt Service

Budgeted Debt Service for FY16-17 totals \$73.8 million. This includes General Obligation Bonds (GO) totaling \$20.3 million which is serviced through the secondary property tax levies. Other debt includes Municipal Property Corporation Debt (MPC) Service totaling \$20.6 million and Excise Tax Debt Service at another \$5.5 million. The MPC and Excise Tax debt is serviced directly from General Fund Revenues. Transportation Debt Service of \$7.1 million is funded directly through the Transportation Sales Taxes. Water and Sewer Debt is serviced directly by the Enterprise Funds through user fees.

Debt Service by Type



Inter-Fund Transfers

Appropriated inter-fund transfer requests are a necessary mechanism for one fund to appropriately support the operations of other funds. For example, a budgeted transfer from the Transportation Sales Tax Operating Fund to the Transportation Capital Projects Fund is necessary to fund related capital projects. As requested by council, the FY16-17 budget also includes maintenance of effort transfers of \$1 million from the General Fund to the Enterprise Funds to support their operations. Inter-Fund Transfer appropriations for the FY16-17 budget total \$120 million.

Contingency

Contingency is included in the requested budget for unforeseen or unplanned expenditures. The FY16-17 request includes \$33.8 million in contingency appropriation with largest appropriation request residing in the Special Revenue Funds for proposed grant opportunities. The General Fund contingency request totals \$5 million which is approximately 2.4% of total General Fund revenues. It is important to note that the use of contingency appropriation requires City Council approval.

Summary

This year's budget process was highly focused on increasing efficiency and investing in the city's infrastructure. Through conservative fiscal planning, the city is poised to produce positive results and achieve a sustainable future. Through the collaborative efforts of city staff, and the guidance and support of the City Council, this budget represents the City's commitment to success and its continued focus on long-term financial stability.

The FY16-17 Final Budget and Property Tax Levy are scheduled for a public hearing and formal adoption on June 14, 2016. The property tax rate will be set by ordinance on June 28, 2016.

Budget Document

Section 1 – Financial Policies

This section includes the financial policies that are key to financial stability and long-term planning. The financial policies will be included in the FY16-17 Annual Budget book and cover four major areas;

1. Fiscal Planning and Budgeting
2. Cash and Budget Appropriation Transfers
3. Expenditure Control
4. Capital Asset and Debt Management
5. Fund Reserves and Structure

Section 2 - Schedule One

This section includes Schedule One, a summary of the FY16-17 budgeted revenues and expenditures by fund. Schedule One is included in every annual budget document and provides a quick fund level summary of expected inflows (such as revenues) and outflows (such as expenditures) for each fund and, at a broader level, fund grouping (such as General Fund Group, Debt Service Fund Group, Internal Service Fund Group, etc.). Schedule One shows a total budget of \$693 million for FY16-17 with an operating budget of \$391 million, a capital improvement budget of \$194.4 million, a debt service budget of \$73.8 million, and a contingency appropriation of \$33.8 million. Schedule One also shows a total revenue budget of \$537.7 million and a total transfers budget of \$120.2 million.

Section 3 - State of Arizona's Auditor General Budget Schedules

This section includes all of the State of Arizona's Office of the Auditor General's (AG) budget schedules. These schedules are labeled A through G and are identified in the following bullet points:

- Schedule A - Summary Schedule of Estimated Revenues and Expenditures/Expenses
- Schedule B - Tax Levy and Tax Rate Information
- Schedule C - Revenues Other Than Property Taxes
- Schedule D - Other Financing Sources/Uses and Interfund Transfers
- Schedule E - Expenditures/Expenses by Fund
- Schedule F - Expenditures/Expenses by Department
- Schedule G - Full-Time Employees and Personnel Compensation

Section 4 – FY 2017-2026 Capital Improvement Plan

This section includes the City's Ten-Year Capital Improvement Plan. The reports included are identified by the following bullet points:

- Summary of All Capital Projects by Funding Type
- Fund Summary and Project Detail

Section 1

Financial Policies

FINANCIAL POLICIES

A key component of the Fiscal Year 2016-17 (FY16-17) budget is the adoption of the Council's financial policies. This budget document includes the Council's amended financial policies to be considered for approval as part of the in the FY16-17 budget adoption process.

Council's financial policies serve as the foundation for establishing a strong, sustainable financial plan. The policies provide broad policy guidance related to *Fiscal Planning and Budgeting, Cash and Budget Appropriation Transfers, Expenditure Control, Capital Asset and Debt Management, and Fund Reserves and Structure*.

These five key financial policy areas are discussed on the following pages. For the purpose of these policies, a department is defined as a separate departmental unit presented in the City's most recent organizational chart. A fund is defined as a balanced set of accounts which appears as a column for reporting purposes in either the "Basic Financial Statements" or the "Combining Financial Statements" section of the City's Comprehensive Annual Financial Report (CAFR).

FISCAL PLANNING AND BUDGETING

Fiscal planning is the process of identifying resources and allocating them among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the budget. It is essential to incorporate a long-term perspective and to monitor the performance of the programs that are competing to receive funding.

The City Manager will submit to the Council a proposed annual budget, based on Council's established goals, and will execute the budget as finally adopted, pursuant to Title 42, Chapter 17, Article 3, Section 17105 of the Arizona Revised Statutes, as amended.

1. Revenue and expenditure forecasts will be prepared annually and will include a Five-Year Forecast for each major operating fund (General Fund, Enterprise Funds, and certain Special Revenue Funds). These Five-Year Forecasts will be prepared at the beginning of the operating budget process and 1) provide a long-term view of current year budget decisions affecting the City and 2) provide an estimate of the fund balance and sensitivity to revenue and expenditures changes over the forecast period.

- a. The budget will be balanced, by fund, when all projected ongoing revenue sources do not exceed all ongoing expenses proposed for the current FY and for the upcoming FY. Use of the unassigned fund balance will occur only as authorized by Council and to address one-time costs, not ongoing costs or planned utilization of fund balance.
- b. Revenues will not be dedicated for specific purposes unless approved by Council or required by law. All non-restricted revenues will be deposited in the General Fund and appropriated through the annual budget process.

2. To ensure ongoing General Fund stability, the primary property tax levy will be set each year at the maximum allowable amount.

3. Any proposed new service or program initiative will be developed to reflect current Council policy directives and shall be considered in the context of balancing ongoing anticipated revenues against ongoing anticipated expenses. Proposals will follow all related Council Financial Policies.

4. To ensure compliance with existing policy, all grant programs and any programs supplemented by outside funding will include a sunset provision consistent with the projected end of funding. Personnel paid with these funds will be considered temporary with no certainty of continued employment beyond the life of the funding unless otherwise approved by Council. Equipment and technology purchases with these kinds of funds are subject to the policies for the replacement funds.

5. The City Manager's recommended budget presented to Council will contain, at a minimum, the following elements:

- a. Revenue projections by major category, by fund;
- b. Expenditure projections by program levels and major expenditure category, by fund, including support provided to or received from other funds;
- c. Debt service principal and interest amounts;
- d. Proposed inter-fund transfers;
- e. Projected fund balance by fund;
- f. Proposed personnel staffing levels;
- g. Detailed schedule of capital projects;
- h. Any additional information, data, or analysis requested by Council.

6. The operating budget will be based on the principle that current ongoing operating expenditures, including debt service and support for other funds, will be funded with current ongoing revenues. The enterprise funds (water/sewer, sanitation and landfill) and the transportation sales tax fund will pay the indirect cost charges for services provided by other funds. Additional funds may be added upon Council approval.

7. The budget will not use one-time (non-recurring) sources to fund continuing (recurring) expenditures.

8. Addition of personnel will be requested only to meet existing program initiatives and policy directives after service needs have been thoroughly examined and only if increased net ongoing revenue is substantiated.

9. The Budget and Finance Department and Human Resources Department will work together to manage position control. The number of full-time and regular part-time employees on the payroll will not exceed the total number of full-time equivalent positions that Council authorizes and adopts with the annual budget.

10. Benefits and compensation will be administered in accordance with Council policy direction.
 - a. Total compensation will be evaluated periodically for competitiveness.
 - b. A cost containment strategy means total costs for health insurance premiums will be shared between the employer, employees and retirees. Total premiums will be evaluated on an annual basis to ensure they are reasonable, competitive and expected to address anticipated claims plus the maintenance of an adequate reserve for the Employee Benefits Fund. Funding will be based on an annual actuarial report and its 75% confidence funding level recommendation.
 - c. A policy will be developed regarding the continuation of retiree health insurance after the completion of a comprehensive evaluation of the impact of GASB 67 and the presentation of results to Council.
11. Ideas for improving the efficiency and effectiveness of the city's programs and the productivity of its employees will be considered during the budget process.
12. Carryover of unspent appropriation from one fiscal year to the next is not automatic. The Budget and Finance Department staff will evaluate carryover requests and make recommendations to the City Manager. Recommended requests will be included in the City Manager's budget presented to Council.
13. Salary savings will be retained to the greatest extent possible to build fund balance. Salary savings may be used for expenses upon the City Manager or their designee's, approval if within the same fund/department. Salary savings may be used for expenses between funds/departments upon Council approval within the last three months of the fiscal year.
14. Total fund appropriation changes must be approved by the Council. These changes must also comply with the city's Alternative Expenditure Limitation in accordance with Article IX, Section 20, Constitution of Arizona and A.R.S. § 41-563 where final budget adoption sets the maximum allowable appropriation for the upcoming fiscal year.
15. The replacement of General Fund capital equipment and related support for technology, vehicles and telephonic equipment [except cell phones] will be accomplished through the use of a "rental rate structure" that is revised annually as part of the annual budget process.
 - a. Any equipment purchased with grant funding will be considered for ongoing replacement and ongoing replacement premium funding only if specifically authorized by the City Manager and noted in the budget submittal.
 - b. The ongoing replacement costs for new technology and new vehicle purchases will be incorporated into the upcoming fiscal year's rental rate structure regardless of whether they are initially purchased through a lease or pay-as-you-go funding.
 - c. Replacements will be based on equipment lifecycle analyses by the Public Works Department for City vehicles, or the Budget and Finance Department for technology and telephonic systems.
16. The City Council supports economic development objectives that support the creation and retention of quality jobs (25% greater than the median average wage in Maricopa County), add

revenue, and enhance the quality of life in Glendale. City Council will consider incentives when the circumstances of the economic development opportunity warrant them necessary and appropriate for the opportunity and in the best interest of the City.

Cash and Budget Appropriation Transfers

1. Purpose & Restrictions

The following policy is established to implement an effective and efficient process by which the adopted City budget may be amended.

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, changes in scope of existing projects, and unforeseen issues affecting City operations. This policy applies to all cash and budget appropriation transfers initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The City's Budget and Finance Department will process budget amendments in the financial management system, following appropriate authorization by the Mayor and City Council, the City Manager, and a Department Director.

For non-departmental operations, it may be necessary to transfer certain unanticipated amounts during the course of a fiscal year for unforeseen expenditures. These contingency appropriation transfers are not specific to any particular department and are established each fiscal year to cover unforeseen operation expenses, revenue shortages, or capital project acceleration as approved by Council. These funds can only be directed by Council during the fiscal year. Similar to contingency, the Council approves appropriations for Miscellaneous Grants which are not specific to any particular department and are established to cover unanticipated grants received during the fiscal year. The policy covering these types of transfers is covered in the Contingency & Miscellaneous Grant Appropriation Transfers section below.

Article VI, Section 11 of the City Charter establishes the legal restriction for budget appropriation transfers and reads as follows:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

2. Policy

Based on the purpose and restrictions surrounding cash and budget transfers, the following policy sets forth the restrictions surrounding cash and budgetary appropriation transfers.

- a. Cash Transfers - Cash transfers between funds can only be authorized by Council in the last three months of the fiscal year.
- b. Cash & Appropriation Transfers Between Funds - Cash and associated budget appropriation transfers between funds can only be authorized by Council in the last three months of the fiscal year.

c. Appropriation Transfers

i. Between Funds- Budget appropriation transfers between funds can only be authorized by Council approval in the last three months of the fiscal year.

ii. Between Departments- Budget appropriation transfers between departments can only be authorized by Council approval in the last three months of the fiscal year.

iii. Within the Same Fund, Within the Same Department- Budget appropriation transfers within the same fund and within the same department can be authorized by City Manager approval throughout the fiscal year.

iv. Between Capital/Improvement Projects

(1) Between Departments - Capital improvement project budget appropriation transfers for projects managed between departments can be only authorized by Council approval in the last three months of the fiscal year.

(2) Within Departments - Capital improvement project budget appropriation transfers within the same department, and the same fund, can be authorized by City Manager approval throughout the fiscal year.

d. Restricted Fund Transfers - Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with

- i. justification that such transfers are consistent with restricted fund purposes,
- ii. assurance that the transfer has been legally reviewed by the City Attorney, and
- iii. assurance that the transfer meets the restrictions set out in this transfer policy.

e. Contingency & Miscellaneous Grant Appropriation Transfers- These types of transfers are not specific to any particular department:

- i. Contingency- Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.
- ii. Miscellaneous Grants- Miscellaneous Grant appropriation transfers can be authorized by the City Manager throughout the fiscal year.

f. Approval of Expenditures in Excess of Budget Appropriations - There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Budget and Finance Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Budget and Finance Department will seek Council ratification at the first possible Council meeting.

g. Authorization Levels: A tabular summary of the transfer type and authorization level is presented below:

	Authorization Level
Cash Transfers (Between Funds)	Council
Cash & Appropriation Transfers (Between Funds)	Council
Appropriation Transfers	
Between Funds	Council
Between Funds – Same Departments	Council
Same Fund – Different Departments	Council
Same Fund – Same Department	City Manager
Contingency Appropriation	Council
Miscellaneous Grants	City Manager
Appropriation Transfers – Between Capital Improvement Projects	
Between Departments	Council
Same Fund – Same Department	City Manager

EXPENDITURE CONTROL

Management will ensure compliance with the City Council adopted budget.

1. Expenditures will be controlled by an annual appropriated budget. Council will establish appropriations through the budget process. Council may transfer these appropriations as necessary through the budget amendment process as previously described.
2. The purchasing system will provide commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases will be made in accordance with the procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The city may join various cooperative purchasing agreements to obtain supplies, equipment and services at the best value.
3. A system of internal controls and procedures using best practices will be maintained for the procurement and payment processes.
4. The State of Arizona sets a limit on the expenditures of local jurisdictions. Compliance with these expenditure limitations is required. The city will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. Section 41-1279.07) along with audited financial statements to the State Auditor General within the required timeframe.

CAPITAL ASSET AND DEBT MANAGEMENT

Long term debt is used to finance capital projects with long useful lives. Financing capital projects with debt provides for an “intergenerational equity” because the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset. The city will not give or loan its credit in aid of, nor make any donation, grant, or payment of any public funds, by subsidy or otherwise, to any individual, association, or corporation, except where there is a clearly identified public purpose and the city either receives direct consideration substantially equal to its expenditure or provides direct assistance to those in need. Long-term debt will not be used to fund current operations or smaller projects that can be financed from current revenues or resources.

1. A 10-year Capital Improvement Plan (CIP) will be updated annually as part of the budget process. It will include projected life cycle costing. Only the first year of the plan will be appropriated. The remainder will be projections to be addressed in subsequent years.
 - a. Life cycle costing is a method of calculating the total cost of a physical asset throughout its life. It is concerned with all costs of ownership and takes into account all of the costs incurred by an asset from its acquisition to its disposal, including design, installation, operating, and maintenance costs.
2. The 10-year CIP will address capital needs in the following order:
 - a. to improve existing assets;
 - b. to replace existing assets;
 - c. to construct new assets.

3. All projects will be evaluated annually by a multi-departmental team regarding

- a. accuracy of the projected costs;
- b. consistency with the General Plan and Council policy goals;
- c. long-range master plans;
- d. ability to finance initial capital costs;
- e. ability to finance life cycle costs;
- f. ability to cover the associated additional ongoing operating costs.

4. All projects funded with general obligation bonds will be undertaken only with voter approval as required through a bond election.

- a. General Obligation debt is supported by secondary property tax revenues. The secondary property tax revenues assessed are based upon the ability to finance the City's debt service obligations and the rate is dependent upon the revenue requirements and the assessed valuation of taxable property. At a minimum, the general obligation debt service fund balance will be at least 10% of the next fiscal year's property tax supported debt service.

5. Non-voter approved debt supported by General Fund revenues such as Municipal Property Corporation (MPC) bonds, excise tax bonds, and lease obligations will be used only when a dedicated ongoing revenue source is identified to pay the associated debt service obligations. This type of debt service will not exceed 10% of the 5-year average of the General Fund's operating revenue available to support the debt service obligations.

- a. For FY16-17, debt service is 13% of the General Fund operating revenue as defined above.

6. For non-voter approved debt, the following considerations will be made prior to the pledging of projected revenues for the ongoing payment of associated ongoing debt service obligations:

- a. The project requires ongoing revenue not available from other sources.
- b. Matching monies are available that may be lost if not applied for in a timely manner.
- c. Catastrophic conditions.

7. Short-term borrowing or lease/purchase contracts should be considered for financing major operating capital equipment only when:

- a. The repayment term does not exceed the expected useful life of the equipment to be purchased;
- b. An ongoing revenue source is identified to pay the annual debt service; and
- c. The Budget and Finance Director, along with the city's financial advisors, determine that this is in the city's best financial interest.

8. These policies are in addition to the policies incorporated in the Debt Management Plan.

FUND RESERVES AND STRUCTURE

Fund balance is an important indicator of the City's financial position. Adequate fund balances are maintained to allow the City to continue to providing services to the community in case of economic downturns and/or unexpected emergencies or requirements. To ensure the continuance of sound financial management of public resources, committed, assigned, or unassigned General Fund, fund balance will be maintained to provide resources to address emergencies, sudden loss of revenue, or unexpected downturns in the economy. Use of fund balances will be limited to address unanticipated, non-recurring needs and planned future one-time or non-recurring obligations. Unassigned balances may, however, be used to allow time to restructure operations and must be approved by the City Council.

1. The minimum fund balance in the General Fund, which is defined as the total of the unassigned amount plus the assigned amount less the amount assigned for the equipment replacement, shall total 25% of the total annual ongoing revenues.
 - a. Inclusive in the 25% General Fund unassigned fund balance, a Budget Stabilization Reserve will be maintained at 10% of the General Fund operating revenues to be used in the event of unexpected revenue shortfalls if needed, and to be adjusted at year end.
 - b. Inclusive in the 25% General Fund unassigned fund balance, an Operating Reserve (established in FY14-15) for amounts over the General Fund Budget Stabilization Reserve and which will increase incrementally each year until it reaches at least 15% of the General Fund operating revenues by FY19-20, which is the ensuing five fiscal years. Any usage of this reserve must be approved by the majority of the City Council, and the City shall strive to replenish the Operating Reserve the following fiscal year. Examples of potential usage would be to provide funding to deal with fluctuations in fiscal cycles and Council approved operating requirements.
2. For the Water and Sewer Enterprise Fund, working capital will be maintained at a minimum of 50% of operating revenues.
3. For the Solid Waste Enterprise Fund, working capital will be maintained at 10% of operating revenues.
4. For the Landfill Enterprise Fund, working capital will be maintained at 15% of operating revenues.
5. For the other major governmental operating funds, the total minimum unassigned fund balance shall be as follows.
 - a. PSST 5% of operating revenue
 - b. HURF 15% of operating revenue
 - c. Others: 10% of operating revenue
6. If a situation arises where fund balance at the end of the current fiscal year is less than the Council approved fund balance level, the deficiency should be replenished in the coming fiscal years, not to exceed a total of five consecutive years.
7. The City Manager may establish additional assigned fund balance reserves for certain anticipated obligations or other purposes.

8. Any balance in excess of the fund balance reserves may be used to support one-time expenditures. Council approval is required to use these funds to supplement "pay as you go" capital outlay, one-time operating expenditures, or to prepay existing debt.

9. The fund balance for the various Trust Funds will be based on annual actuarial reports and the target funding level must be at the 75% confidence funding level.

10. Separate fund balance operating reserves may be required by bond issuance documents for those funds with outstanding bonded debt. These requirements will not be viewed as additional fund balance needs unless they are greater than those established by these goals.

Section 2
Schedule One
Fund Balance Analysis

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance
General Fund										
1000 General	40,471,177	210,277,130	25,186,732	(32,770,731)	(196,653,699)	-	-	(5,000,000)	(201,653,699)	41,510,609
1120 Vehicle Replacement	3,378,408	270,000	1,500,000	-	(4,732,500)	-	-	-	(4,732,500)	415,908
Sub-Total General Fund	43,849,585	210,547,130	26,686,732	(32,770,731)	(201,386,199)	-	-	(5,000,000)	(206,386,199)	41,926,517
Special Revenue Funds										
1200 Utility Bill Donation	64,226	155,400	-	-	(200,000)	-	-	-	(200,000)	19,626
1220 Arts Commission Fund	1,100,700	282,173	-	(683,849)	(235,399)	-	-	-	(919,248)	463,625
1240 Court Security/Bonds	327,245	414,890	-	-	(616,775)	-	-	-	(616,775)	125,360
1300 Home Grant	-	1,674,704	-	-	(1,674,704)	-	-	-	(1,674,704)	-
1310 Neighborhood Stabilization Pgm	-	229,443	-	-	(229,443)	-	-	-	(229,443)	-
1311 N'hood Stabilization Pgm III	-	227,300	-	-	(227,300)	-	-	-	(227,300)	-
1320 C.D.B.G.	-	3,683,422	-	-	(3,683,422)	-	-	-	(3,683,422)	-
1340 Highway User Gas Tax	20,562,374	14,310,810	-	(21,038,574)	(10,302,762)	-	(720,000)	-	(11,022,762)	2,811,848
1650 Transportation Grants	-	16,143,008	-	-	(1,000,000)	(15,143,008)	-	-	(16,143,008)	-
1660 Transportation Sales Tax	35,398,872	25,317,441	900,000	(20,901,015)	(13,247,233)	-	(2,100,000)	-	(15,347,233)	25,368,065
1700 Police Special Revenue	6,618,681	16,086,459	-	(16,986,459)	-	-	-	-	-	5,718,681
1720 Fire Special Revenue	843,043	8,100,273	-	(8,200,273)	-	-	-	-	-	743,043
1760 Airport Special Revenue	-	545,779	135,105	-	(680,884)	-	-	-	(680,884)	-
1820 CAP Grant	-	1,260,499	64,299	-	(1,324,798)	-	-	-	(1,324,798)	-
1830 Emergency Shelter Grants	-	208,992	-	-	(208,992)	-	-	-	(208,992)	-
1840 Grants	-	15,490,400	-	-	(5,807,981)	-	(9,682,419)	-	(15,490,400)	-
1860 RICO Funds	1,486,744	1,015,000	-	-	(2,501,744)	-	-	-	(2,501,744)	-
1880 Parks & Recreation Self Sust	-	-	-	-	-	-	-	-	-	-
1885 Parks & Recreation Designated	204,329	9,300	-	-	(62,895)	-	-	-	(62,895)	150,734
2120 Airport Capital Grants	-	5,755,161	-	-	(5,755,161)	-	-	-	(5,755,161)	-
2530 Training Facility Revenue Fund	248,633	1,644,474	-	-	(1,762,807)	-	-	-	(1,762,807)	130,300
Sub-Total Special Revenue Fund	66,854,847	112,554,928	1,099,404	(67,126,321)	(43,767,139)	(21,582,018)	-	(12,502,419)	(77,851,576)	35,531,282
Debt Service Funds										
1900 G.O. Bond Debt Service	3,984,418	20,157,858	209,713	-	-	(20,318,988)	-	-	(20,318,988)	4,033,001
1940 M.P.C. Debt Service	2,653,541	-	20,600,853	-	-	(20,630,852)	-	-	(20,630,852)	2,623,542
1950 Excise Tax Deb Service	32,649	-	5,565,770	-	-	(5,575,771)	-	-	(5,575,771)	22,648
1970 Transportation Debt Service	199,315	-	7,144,000	-	-	(7,149,000)	-	-	(7,149,000)	194,315
Sub-Total Debt Service Funds	6,869,923	20,157,858	33,520,336	-	-	(53,674,611)	-	-	(53,674,611)	6,873,506
Permanent Funds										
2280 Cemetery Perpetual Care	5,683,583	26,000	-	-	-	-	-	(5,709,583)	(5,709,583)	-
Sub-Total Permanent Funds	5,683,583	26,000	-	-	-	-	-	(5,709,583)	(5,709,583)	-

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Appropriation	Total	Ending Fund Balance
Capital Project Funds											
1380	DIF Library Bldg	1,762,674	11,040	-	-	(1,773,714)	-	(1,773,714)	(1,773,714)	(1,773,714)	-
1421+	DIF-Fire Protection Facilities	869	224,066	-	-	(224,935)	-	(224,935)	(224,935)	(224,935)	-
1441+	DIF-Police Facilities	1,149,232	89,440	(1,148,565)	-	(90,107)	-	(90,107)	(1,238,672)	(1,238,672)	-
1461+	DIF-Citywide Parks	105,739	2,000	-	-	(107,739)	-	(107,739)	(107,739)	(107,739)	-
1481+	DIF-Citywide Recreation Fac	1,273,813	7,900	(209,713)	-	(1,072,000)	-	(1,072,000)	(1,072,000)	(1,072,000)	-
1501+	DIF-Libraries	2,368,583	16,200	(638,614)	-	(1,746,169)	-	(1,746,169)	(2,384,783)	(2,384,783)	-
1520	DIF-Citywide Open Spaces	505,424	3,000	(318,460)	-	(189,964)	-	(189,964)	(508,424)	(508,424)	-
1541+	DIF-Parks Dev Zone 1	124,676	205,010	-	-	(329,686)	-	(329,686)	(329,686)	(329,686)	-
1561+	DIF-Parks Dev Zone 2	166,259	1,070	-	-	(167,329)	-	(167,329)	(167,329)	(167,329)	-
1581+	DIF-Parks Dev Zone 3	44,124	520	-	-	(44,644)	-	(44,644)	(44,644)	(44,644)	-
1601+	DIF-Roadway Improvements	634,455	1,207,900	(725,030)	-	(1,117,325)	-	(1,117,325)	(1,842,355)	(1,842,355)	-
1620	DIF-General Government	162,234	1,000	-	-	(163,234)	-	(163,234)	(163,234)	(163,234)	-
1980	Streets Constr. - 1999 Auth	7,212,940	-	(7,212,940)	-	-	-	(7,212,940)	(7,212,940)	(7,212,940)	-
2000	Hurf Street Bonds	-	-	(21,038,574)	-	(21,038,574)	-	(21,038,574)	(21,038,574)	(21,038,574)	-
2040	Public Safety Construction	1,560,191	-	(1,202,685)	-	(357,506)	-	(357,506)	(1,560,191)	(1,560,191)	-
2060	Parks Construction	142,487	-	(50,000)	-	(92,487)	-	(92,487)	(142,487)	(142,487)	-
2070	General Gov Capital Projects	7,275,448	2,605,053	(9,880,501)	-	(9,880,501)	-	(9,880,501)	(9,880,501)	(9,880,501)	-
2080	Gov't Facilities - 1999 Auth	-	-	(10,545,000)	-	(10,545,000)	-	(10,545,000)	(10,545,000)	(10,545,000)	-
2100	Economic Dev. Constr-1999 Auth	-	10,545,000	(10,545,000)	-	(10,545,000)	-	(10,545,000)	(10,545,000)	(10,545,000)	-
2130	Cultural Facility Bond Fund	100,000	-	(100,000)	-	(100,000)	-	(100,000)	(100,000)	(100,000)	-
2140	Open Space/Trails Constr-99 Au	226,795	-	(226,795)	-	(226,795)	-	(226,795)	(226,795)	(226,795)	-
2180	Flood Control Construction	2,288,572	-	(2,213,114)	-	(75,458)	-	(75,458)	(2,288,572)	(2,288,572)	-
2210	Transportation Capital Project	-	13,757,015	(13,757,015)	-	(13,757,015)	-	(13,757,015)	(13,757,015)	(13,757,015)	-
	Sub-Total Capital Fund	27,104,515	12,314,146	(209,713)	-	(69,902,498)	-	(6,707,092)	(76,609,590)	(76,609,590)	-
Enterprise Funds											
2360+	Water and Sewer	99,035,991	91,019,500	20,355,388	(20,126,000)	(51,897,813)	(20,150,983)	(2,000,000)	(165,941,490)	(165,941,490)	24,343,389
2440	Landfill	9,145,667	10,288,219	658,308	-	(10,056,926)	(8,028,308)	(500,000)	(18,585,234)	(18,585,234)	1,506,960
2480	Sanitation	3,938,422	14,623,650	125,392	-	(14,135,631)	(2,982,261)	-	(17,117,892)	(17,117,892)	1,569,572
2500	Pub Housing Budget Activities	200,000	15,959,127	386,563	-	(16,047,175)	-	-	(16,047,175)	(16,047,175)	498,515
	Sub-Total Enterprise Funds	112,320,081	131,890,496	21,525,651	(20,126,000)	(92,137,545)	(20,150,983)	(2,500,000)	(217,691,791)	(217,691,791)	27,918,437
Internal Service Funds											
2540	Risk Management Self Insurance	3,106,834	3,208,001	-	(2,951,560)	-	-	(1,400,000)	(4,351,560)	(4,351,560)	1,963,275
2560	Workers Comp. Self Insurance	7,503,184	2,356,014	-	(2,204,924)	-	-	-	(2,204,924)	(2,204,924)	7,654,274
2580	Benefits Trust Fund	-	26,825,620	-	(26,825,620)	-	-	-	(26,825,620)	(26,825,620)	-
2590	Fleet Services	997,716	9,177,762	-	(9,163,611)	-	-	-	(9,163,611)	(9,163,611)	1,011,867
2591	Technology	1,163,287	7,219,923	-	(8,383,210)	-	-	-	(8,383,210)	(8,383,210)	-
2592	Technology Projects	2,720,500	1,427,225	-	(4,147,725)	-	-	-	(4,147,725)	(4,147,725)	-
	Sub-Total Internal Service Funds	15,491,522	50,214,545	-	(53,676,650)	-	-	(1,400,000)	(55,076,650)	(55,076,650)	10,629,417
	TOTAL	278,174,056	537,705,103	(120,232,765)	(390,967,533)	(194,387,779)	(73,825,594)	(33,819,094)	(693,000,000)	(693,000,000)	122,879,158

Section 3

Auditor General Schedules (A thru G)

City of Glendale
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2017

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	204,114,096	80,238,274	57,774,010	70,603,613	5,669,617	162,720,607	50,879,783	632,000,000
2016	Actual Expenditures/Expenses**	E	187,875,136	39,994,251	57,774,010	16,261,440	0	97,129,816	46,229,733	445,264,386
2017	Fund Balance/Net Position at July 1***		43,849,585	66,854,847	6,869,923	27,104,515	5,683,583	112,320,081	15,491,522	278,174,056
2017	Primary Property Tax Levy	B	5,621,452							5,621,452
2017	Secondary Property Tax Levy	B			19,587,858					19,587,858
2017	Estimated Revenues Other than Property Taxes	C	204,925,678	112,554,928	570,000	12,314,146	26,000	131,890,496	50,214,545	512,495,793
2017	Other Financing Sources	D	0	0	0	0	0	0	0	0
2017	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017	Interfund Transfers In	D	26,686,732	1,099,404	33,520,336	37,400,642	0	21,525,651	0	120,232,765
2017	Interfund Transfers (Out)	D	32,770,731	67,126,321	0	209,713	0	20,126,000	0	120,232,765
2017	Reduction for Amounts Not Available:									
2017	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2017	Total Financial Resources Available		248,312,716	113,382,858	60,548,117	76,609,590	5,709,583	245,610,228	65,706,067	815,879,159
2017	Budgeted Expenditures/Expenses	E	206,386,199	77,851,576	53,674,611	76,609,590	5,709,583	217,691,791	55,076,650	693,000,000

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1. Budgeted expenditures/expenses	\$ 632,000,000	\$ 693,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	632,000,000	693,000,000
4. Less: estimated exclusions	203,261,649	220,089,427
5. Amount subject to the expenditure limitation	\$ 428,738,351	\$ 472,910,573
6. EEC expenditure limitation	\$ 542,088,977	\$ 554,464,628

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**City of Glendale
Tax Levy and Tax Rate Information
Fiscal Year 2017**

	2016	2017
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>5,529,882</u>	\$ <u>5,732,896</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>5,529,882</u>	\$ <u>5,621,452</u>
B. Secondary property taxes	<u>19,268,783</u>	<u>19,587,858</u>
C. Total property tax levy amounts	\$ <u>24,798,665</u>	\$ <u>25,209,310</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>5,474,583</u>	
(2) Prior years' levies	<u>55,299</u>	
(3) Total primary property taxes	\$ <u>5,529,882</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>19,076,095</u>	
(2) Prior years' levies	<u>192,688</u>	
(3) Total secondary property taxes	\$ <u>19,268,783</u>	
C. Total property taxes collected	\$ <u>24,798,665</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4898</u>	<u>0.4792</u>
(2) Secondary property tax rate	<u>1.7067</u>	<u>1.6698</u>
(3) Total city/town tax rate	<u>2.1965</u>	<u>2.1490</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUNDS			
Local taxes			
City Sales Tax	\$ 98,695,608	\$ 98,695,608	\$ 103,449,149
Arena Fees	749,618	749,618	1,249,618
Licenses and permits			
Gas/Electric Franchise Fees	2,828,000	\$ 2,828,000	\$ 2,856,280
Cable Franchise Fees	1,572,061	1,572,061	1,572,061
Building Permits	1,124,802	1,124,802	1,343,924
Fire Department Other Fees	995,600	995,600	1,012,525
Sales Tax Licenses	665,564	665,564	676,878
Right-of-Way Permits	331,000	331,000	336,627
Fire Dept CD Fees	355,220	355,220	361,258
Liquor Licenses	182,700	182,700	185,806
Planning/Zoning	235,300	235,300	239,300
Bus./Prof. Licenses	110,770	110,770	112,653
Miscellaneous CD Fees	142,881	142,881	145,310
Business Licenses	80,560	80,560	81,930
Arena Fees	182,828	182,828	182,828
Engineering Plan Check Revenue	9,000	9,000	9,153
Plan Check Fees	4,068	4,068	4,137
Intergovernmental			
State Income Tax	\$ 27,297,178	\$ 27,297,178	\$ 29,376,937
State Shared Sales Tax	21,659,358	21,659,358	22,601,416
Motor Vehicle In-Lieu	8,960,744	8,960,744	9,329,684
Partner Revenue	-	-	-
Arena Fees	350,000	350,000	350,000
Miscellaneous	103,020	103,020	104,050
Charges for services			
Staff & Adm Chargebacks	\$ 9,700,000	\$ 9,700,000	\$ 9,700,000
Arena Fees	5,773,830	920,000	920,000
Facility Rental Income	1,858,164	1,848,544	1,986,963
Recreation Revenue	1,400,408	1,400,408	2,213,516
Partner Revenue	-	-	-
Audio/Video Rental	-	25,250	25,503
Security Revenue	740,535	740,535	747,940
Plan Check Fees	711,900	711,900	724,002
Miscellaneous	485,985	485,985	490,845
Fire Department Other Fees	484,805	484,805	493,047
Right-of-Way Permits	250,000	250,000	254,250
City Property Rental	329,527	329,527	332,822
Engineering Plan Check Revenue	130,191	130,191	132,404
Health Care Revenue	61,863	61,863	62,480
Court Revenue	56,000	56,000	56,952
Camelback Ranch Rev- Fire	53,530	53,530	54,065
Traffic Engineering Plan Check	30,660	30,660	31,181
Equipment Rental	25,250	-	-

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
Fines and forfeits			
Court Revenue	\$ 2,707,580	\$ 2,707,580	\$ 2,753,610
Miscellaneous	252,750	252,750	255,278
Library Fines/Fees	131,844	131,844	134,085
Interest on investments			
Interest	\$ 402,080	\$ 402,080	\$ 420,041
In-lieu property taxes			
	\$ -	\$ -	\$ -
Contributions			
SRP In-Lieu	\$ 278,315	\$ 278,315	\$ 278,315
Miscellaneous			
Miscellaneous	\$ 2,827,481	\$ 2,907,481	\$ 4,436,822
Fire Department Other Fees	987,785	987,785	1,004,577
City Property Rental	350,180	350,180	1,003,354
Lease Proceeds	404,000	404,000	508,040
Cemetery Revenue	185,000	185,000	188,145
Library Fines/Fees	133,646	133,646	135,917
Other	80,000	-	-
Total General Fund	\$ 197,469,189	\$ 192,605,739	\$ 204,925,678
SPECIAL REVENUE FUNDS			
Public Facilities and Events Funds			
Recreation Revenue	\$ 1,002,667	\$ 1,002,667	\$ 9,000
Facility Rental Income	100,500	100,500	-
Interest	300	300	300
	\$ 1,103,467	\$ 1,103,467	\$ 9,300
Community Services Grants			
Grants	\$ 7,853,601	\$ 7,853,601	\$ 7,074,355
Miscellaneous	995,030	995,030	210,005
	\$ 8,848,631	\$ 8,848,631	\$ 7,284,360
Other Grants			
Grants	\$ 16,267,162	\$ 3,939,546	\$ 14,821,313
Miscellaneous	509,427	509,427	669,087
	\$ 16,776,589	\$ 4,448,973	\$ 15,490,400
Public Safety Funds			
City Sales Tax	\$ 13,305,446	\$ 13,305,446	\$ 14,249,636
City Sales Tax - PS .4	9,316,841	9,316,841	9,937,096
State Forfeitures	1,000,000	1,000,000	1,000,000
Federal Forfeitures	15,000	15,000	15,000
	\$ 23,637,287	\$ 23,637,287	\$ 25,201,732

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
Transportation/HURF Funds			
City Sales Tax	\$ 24,206,223	\$ 24,206,223	\$ 25,053,441
Grants	15,532,681	1,294,971	6,116,338
Highway User Revenues	14,147,499	14,147,499	14,288,974
Miscellaneous	8,526,097	399,876	15,867,586
LTAF - Lottery	-	-	-
Airport Fees	481,860	490,650	481,860
Transit Revenue	124,000	124,000	124,000
Interest	140,000	140,000	140,000
	\$ 63,158,360	\$ 40,803,219	\$ 62,072,199
Charges for services			
Partner Revenue	\$ 1,285,654	\$ 1,624,992	\$ 1,644,474
	\$ 1,285,654	\$ 1,624,992	\$ 1,644,474
Intergovernmental			
Partner Revenue	\$ 339,338	\$ -	\$ -
Miscellaneous	30,250	-	-
	\$ 369,588	\$ -	\$ -
Fines and forfeits			
Court Revenue	\$ 698,497	\$ 439,404	\$ 413,700
Interest	-	1,656	1,190
	\$ 698,497	\$ 441,060	\$ 414,890
Interest on investments			
Interest	\$ 4,387	\$ -	\$ -
	\$ 4,387	\$ -	\$ -
Miscellaneous			
Miscellaneous	\$ 432,973	\$ 436,512	\$ 437,573
	\$ 432,973	\$ 436,512	\$ 437,573
Total Special Revenue Funds	\$ 116,315,433	\$ 81,344,141	\$ 112,554,928

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
DEBT SERVICE FUNDS			
Miscellaneous	\$ 573,097	\$ 573,097	\$ 570,000
SRP In-Lieu	-	-	-
	<u>\$ 573,097</u>	<u>\$ 573,097</u>	<u>\$ 570,000</u>
Total Debt Service Funds	<u>\$ 573,097</u>	<u>\$ 573,097</u>	<u>\$ 570,000</u>
CAPITAL PROJECTS FUNDS			
Development Impact Fee Funds			
Development Impact Fees	\$ 39,177	\$ 1,760,591	\$ 1,681,000
Interest	50,196	84,397	88,146
	<u>\$ 89,373</u>	<u>\$ 1,844,988</u>	<u>\$ 1,769,146</u>
G.O. Bond Funds			
Interest	\$ 400	\$ -	\$ -
Miscellaneous	1,500	-	-
Bond Proceeds	-	-	10,545,000
	<u>\$ 1,900</u>	<u>\$ -</u>	<u>\$ 10,545,000</u>
Other Capital Funds			
Interest	\$ 1,500	\$ 600	\$ -
	<u>\$ 1,500</u>	<u>\$ 600</u>	<u>\$ -</u>
Total Capital Projects Funds	<u>\$ 92,773</u>	<u>\$ 1,845,588</u>	<u>\$ 12,314,146</u>
PERMANENT FUNDS			
Cemetery Perpetual Care			
Interest	\$ 22,000	\$ 26,000	\$ 26,000
	<u>\$ 22,000</u>	<u>\$ 26,000</u>	<u>\$ 26,000</u>
Total Permanent Funds	<u>\$ 22,000</u>	<u>\$ 26,000</u>	<u>\$ 26,000</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
ENTERPRISE FUNDS			
Water/Sewer Funds			
Water Revenues	\$ 46,187,528	\$ 45,658,528	\$ 45,484,000
Sewer Revenue	32,733,679	32,033,679	31,830,000
Miscellaneous	1,310,080	1,841,807	11,479,000
Water Development Impact Fees	360,000	360,000	1,120,000
Sewer Development Impact Fees	235,000	460,000	700,000
Interest	220,200	223,700	253,500
Staff & Adm Chargebacks	82,000	82,000	82,000
City Property Rental	65,000	65,000	65,000
Facility Rental Income	6,000	6,000	6,000
	\$ 81,199,487	\$ 80,730,714	\$ 91,019,500
Landfill			
Tipping Fees	\$ 4,844,590	\$ 5,312,943	\$ 5,371,644
Recycling Sales	2,688,000	1,550,000	1,565,500
Internal Charges	2,570,000	2,722,000	2,550,000
Staff & Adm Chargebacks	431,000	431,000	431,000
Miscellaneous	113,700	215,000	215,000
Other	104,000	114,057	109,625
Interest	45,000	45,000	45,450
	\$ 10,796,290	\$ 10,390,000	\$ 10,288,219
Sanitation			
Residential Sanitation	\$ 10,630,000	\$ 10,630,000	\$ 10,683,150
Commercial Sanitation Frontload	3,400,000	3,400,000	2,817,000
Commercial Sanitation Rolloff	600,000	600,000	800,000
Miscellaneous	101,000	101,000	101,000
Internal Charges	115,000	115,000	115,000
Miscellaneous Bin Service	100,000	100,000	100,500
Interest	7,000	7,000	7,000
	\$ 14,953,000	\$ 14,953,000	\$ 14,623,650
Pub Housing Budget Activities			
Grants	\$ 15,494,940	\$ 15,494,940	\$ 15,959,127
	\$ 15,494,940	\$ 15,494,940	\$ 15,959,127
Total Enterprise Funds	\$ 122,443,717	\$ 121,568,654	\$ 131,890,496

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
INTERNAL SERVICE FUNDS			
Risk Management Self Insurance			
Internal Charges	\$ 3,000,000	\$ 3,000,000	\$ 3,058,001
Security Revenue	24,750	30,000	30,000
Interest	8,200	17,000	20,000
Miscellaneous	-	-	100,000
	<u>\$ 3,032,950</u>	<u>\$ 3,047,000</u>	<u>\$ 3,208,001</u>
Workers Comp. Self Insurance			
Internal Charges	\$ 2,299,827	\$ 2,299,827	\$ 2,300,014
Security Revenue	24,750	30,000	30,000
Interest	11,200	24,000	26,000
	<u>\$ 2,335,777</u>	<u>\$ 2,353,827</u>	<u>\$ 2,356,014</u>
Benefits Trust Fund			
City Contributions	\$ 15,003,357	\$ 15,003,357	\$ 15,946,287
Employee Contributions	5,594,915	5,594,915	5,946,545
Retiree Contributions	4,540,477	4,540,477	4,825,836
Miscellaneous	98,370	98,370	104,552
Right-of-Way Permits	1,524	1,524	1,620
Interest	733	733	780
	<u>\$ 25,239,376</u>	<u>\$ 25,239,376</u>	<u>\$ 26,825,620</u>
Fleet Services			
Internal Charges	\$ 9,000,000	\$ 9,000,000	\$ 9,177,762
	<u>\$ 9,000,000</u>	<u>\$ 9,000,000</u>	<u>\$ 9,177,762</u>
Technology			
Internal Charges	\$ 6,652,283	\$ 6,652,283	\$ 7,219,923
Miscellaneous	3,000	3,000	-
	<u>\$ 6,655,283</u>	<u>\$ 6,655,283</u>	<u>\$ 7,219,923</u>
Technology Projects			
Internal Charges	\$ 3,234,800	\$ 3,234,800	\$ 1,427,225
	<u>\$ 3,234,800</u>	<u>\$ 3,234,800</u>	<u>\$ 1,427,225</u>
Total Internal Service Funds	<u>\$ 49,498,186</u>	<u>\$ 49,530,286</u>	<u>\$ 50,214,545</u>
TOTAL ALL FUNDS	<u>\$ 486,414,395</u>	<u>\$ 447,493,505</u>	<u>\$ 512,495,793</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
1000- General	\$	\$	\$ 25,186,732	\$ 32,770,731
1120- Vehicle Replacement			1,500,000	
Total General Fund	\$	\$	\$ 26,686,732	\$ 32,770,731
SPECIAL REVENUE FUNDS				
1340 - Highway User Revenue Fund	\$	\$	\$	\$ 21,038,574
1660-Transportation Sales Tax Fund			900,000	20,901,015
1700- Police Special Revenue Fund				16,986,459
1720-Fire Special Revenue Fund				8,200,273
1760- Airport Special Revenue Fund			135,105	
1820-CAP Grant			64,299	
Total Special Revenue Funds	\$	\$	\$ 1,099,404	\$ 67,126,321
DEBT SERVICE FUNDS				
1900-G.O. Bonds Debt Service	\$	\$	\$ 209,713	\$
1940-M.P.C Debt Service			20,600,853	
1950-Excise Tax Debt Service			5,565,770	
1970-Transportation Debt Service			7,144,000	
Total Debt Service Funds	\$	\$	\$ 33,520,336	\$
CAPITAL PROJECTS FUNDS				
1481+DIF Citywide Recreation Facility	\$	\$	\$	\$ 209,713
2000- HURF Street Capital Projects			21,038,574	
2070- Gen Gov't Capital Projects			2,605,053	
2210-Transportation Capital Projects			13,757,015	
Total Capital Projects Funds	\$	\$	\$ 37,400,642	\$ 209,713
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
2360+ Water/Sewer	\$	\$	\$ 20,355,388	\$ 20,126,000
2440-Landfill			658,308	
2480-Solid Waste			125,392	
2500- Public Housing			386,563	
Total Enterprise Funds	\$	\$	\$ 21,525,651	\$ 20,126,000
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 120,232,765	\$ 120,232,765

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2017
Schedule E

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
Budget and Finance**	\$ 21,721,378	\$	\$ 14,452,865	\$ 4,267,604
City Attorney	2,944,274	350,000	3,294,274	3,263,392
City Auditor	337,879		330,979	375,679
City Clerk	566,826	45,000	611,826	841,880
City Court	3,878,094		3,888,559	4,446,913
City Manager	917,044		917,044	974,440
Communications**	1,670,093		1,629,582	-
Community Services**	5,600,766	38,000	5,594,513	6,066,010
Council Districts&Of	930,478		930,478	968,453
Development Services	4,231,931		4,104,892	4,985,651
Economic Development	924,260		913,360	999,682
Fire Services	41,665,248		40,603,668	42,560,721
HR & Risk Mgt	1,776,967	161,512	1,743,967	1,829,625
Mayor's Office	391,288		390,338	368,222
Non-Departmental	10,026,202		9,976,202	17,876,424
Police Services	78,014,086		76,799,224	84,738,048
Public Affairs**	512,016		504,916	2,213,033
Public Facilities & Events**	10,120,735	(38,000)	10,119,994	11,780,970
Public Works	12,884,531	1,157,933	11,068,455	12,829,452
Contingency	5,000,000	(2,108,439)	-	5,000,000
Total General Fund	\$ 204,114,096	(393,994)	187,875,136	206,386,199
SPECIAL REVENUE FUNDS				
City Court	\$ 539,755	\$	\$ 427,569	\$ 616,775
Community Services**	388,226	294,346	193,926	932,483
Community Services Grants**	9,125,329		6,509,042	7,610,424
Fire Grants	5,158,123		3,166,373	4,302,221
Fire Services	787,230		800,219	886,875
Misc. Grants	5,447,549	(608,697)	-	4,933,011
Non-Departmental	200,000		200,000	200,000
Police Grants	5,720,917		1,282,600	5,805,168
Police RICO	2,481,886		2,481,886	2,501,744
Police Services	359,377		359,377	372,758
Public Facilities & Events**	1,244,740		1,119,489	62,895
Public Facilities & Events Grants**	175,000		-	175,000
Public Works	26,693,071	3,321,901	22,483,219	24,229,053
Public Works Grants	21,267,071		970,551	22,403,169
Contingency	650,000		-	2,820,000
Total Special Revenue Funds	\$ 80,238,274	\$ 3,007,550	\$ 39,994,251	\$ 77,851,576

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Dept. reorganized July 2016. History follows new dept.

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2017
Schedule E

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
DEBT SERVICE FUNDS				
General Obligation	\$ 24,337,128	\$ -	\$ 24,337,128	\$ 20,318,988
Excise Tax Bonds	5,575,770	-	5,575,770	5,575,771
Highway User (HURF)	1,975,800	-	1,975,800	-
Municipal Property Corp	18,737,313	-	18,737,313	20,630,852
Transportation Obligation	7,147,999	-	7,147,999	7,149,000
Total Debt Service Funds	\$ 57,774,010	\$ -	\$ 57,774,010	\$ 53,674,611
CAPITAL PROJECTS FUNDS				
Community Services	\$ 1,064,630	\$ -	\$ 314,649	\$ 638,614
Economic Development	2,404,337	-	-	16,637,500
General Government	4,274,836	-	2,440,351	9,880,501
Police Services	1,929,586	-	855	2,351,250
Public Facilities & Events	310,580	82,695	83	1,535,460
Public Works	48,158,682	(2,613,556)	13,505,502	38,859,173
Contingency	12,460,962	(82,695)	-	6,707,092
Total Capital Projects Funds	\$ 70,603,613	\$ (2,613,556)	\$ 16,261,440	\$ 76,609,590
PERMANENT FUNDS				
Contingency	\$ 5,669,617	\$ -	\$ -	\$ 5,709,583
Total Permanent Funds	\$ 5,669,617	\$ -	\$ -	\$ 5,709,583
ENTERPRISE FUNDS				
Development Services	\$ 140,647	\$ -	\$ 128,402	\$ 170,642
Budget and Finance	3,029,403	-	3,029,403	3,223,804
Pub Housing Budget Activities	15,891,384	-	15,890,884	16,047,175
Public Works	37,639,918	101,694	26,079,317	35,203,126
Water Services	76,423,148	2,471,287	51,976,810	140,396,061
Water Services Debt	20,158,683	-	25,000	20,150,983
Contingency	9,437,424	(2,572,981)	-	2,500,000
Total Enterprise Funds	\$ 162,720,607	\$ -	\$ 97,129,816	\$ 217,691,791
INTERNAL SERVICE FUNDS				
HR & Risk Mgt	\$ 30,586,922	\$ 1,400,000	\$ 31,102,610	\$ 31,982,104
Innovation & Technology	9,885,351	-	7,124,839	12,530,935
Public Works	9,007,510	-	8,002,284	9,163,611
Contingency	1,400,000	(1,400,000)	-	1,400,000
Total Internal Service Funds	\$ 50,879,783	\$ 0	\$ 46,229,733	\$ 55,076,650
TOTAL ALL FUNDS	\$ 632,000,000	\$ 0	\$ 445,264,386	\$ 693,000,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2016	2016	2016	2017
City Attorney				
City Attorr 1000 - General	\$ 2,944,274	\$ 350,000	\$ 3,294,274	\$ 3,263,392
City Attorney Total	\$ 2,944,274	\$ 350,000	\$ 3,294,274	\$ 3,263,392
City Auditor				
1000 - General	\$ 337,879	\$ -	\$ 330,979	\$ 375,679
City Auditor Total	\$ 337,879	\$ -	\$ 330,979	\$ 375,679
City Clerk				
1000 - General	\$ 566,826	\$ 45,000	\$ 611,826	\$ 841,880
City Clerk Total	\$ 566,826	\$ 45,000	\$ 611,826	\$ 841,880
City Court				
1000 - General	\$ 3,878,094	\$ -	\$ 3,888,559	\$ 4,446,913
1240 - Court Security/Bonds	539,755	-	427,569	616,775
City Court Total	\$ 4,417,849	\$ -	\$ 4,316,128	\$ 5,063,688
City Manager				
1000 - General	\$ 917,044	\$ -	\$ 917,044	\$ 974,440
City Manager Total	\$ 917,044	\$ -	\$ 917,044	\$ 974,440
Communications**				
1000 - General	\$ 1,670,093	\$ -	\$ 1,629,582	\$ -
Communications Total	\$ 1,670,093	\$ -	\$ 1,629,582	\$ -
Community Services**				
1000 - General	\$ 5,600,766	\$ 38,000	\$ 5,594,513	\$ 6,066,010
1220 - Arts Commission Fund	388,226	285,049	189,426	919,248
1300 - Home Grant	1,674,204	-	1,420,535	1,674,704
1310 - Neighborhood Stabilization Pgm	926,259	-	-	229,443
1311 - Neighborhd Stabilization Pgm3	1,100,000	-	-	227,300
1320 - C.D.B.G.	3,637,151	-	3,581,987	3,683,422
1500 - DIF-Libraries pre SB1525	1,064,630	-	314,649	638,614
1820 - CAP Grant	1,303,723	-	1,302,028	1,324,798
1830 - Emergency Shelter Grants	208,992	-	208,992	208,992
1840 - Other Federal and State Grants	275,000	9,297	-	275,000
2500 - Pub Housing Budget Activities	15,891,384	-	15,890,884	16,047,175
Community Services Total	\$ 32,070,335	\$ 332,346	\$ 28,503,014	\$ 31,294,706

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City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2016	2016	2016	2017
Contingency				
1000 - General	\$ 5,000,000	\$ (2,108,439)	\$ -	\$ 5,000,000
1340 - Highway User Gas Tax	650,000		-	720,000
1380 - DIF Library Blds	-		-	-
1380 - DIF-Library Blds pre SB1525	1,760,020		-	1,773,714
1420 - DIF-Fire Protec Fac pre SB1525	805,992		-	224,935
1440 - DIF-Police Faciliti pre SB1525	1,638,229		-	90,107
1460 - DIF-Citywide Parks pre SB1525	371,713		-	107,739
1480 - DIF-Citywide RecFac pre SB1525	1,093,981	(40,000)	-	-
1500 - DIF-Libraries pre SB1525	1,873,985		-	1,746,169
1520 - DIF-Citywide Open Spaces	505,021		-	189,964
1540 - DIF-Parks Dev Zone1 pre SB1525	122,235		-	329,686
1560 - DIF-Parks Dev Zone2 pre SB1525	15,789		-	167,329
1580 - DIF-Parks Dev Zone3 pre SB1525	52,115	(42,695)	-	44,644
1600 - DIF-Roadway Improve pre SB1525	3,142,136		-	1,117,325
1620 - DIF-General Government	161,990		-	163,234
1660 - Transportation Sales Tax	-		-	2,100,000
1980 - Streets Constr. - 1999 Auth	44,313		-	-
2040 - Public Safety Construction	-		-	357,506
2060 - Parks Construction	-		-	92,487
2140 - Open Space/Trails Constr-99 Au	-		-	226,795
2180 - Flood Control Construction	873,443		-	75,458
2280 - Cemetery Perpetual Care	5,669,617		-	5,709,583
2360 - Water and Sewer	8,637,424	(2,471,287)	-	2,000,000
2440 - Landfill	600,000	(211,217)	-	500,000
2480 - Sanitation	200,000	109,523	-	-
2540 - Risk Management Self Insurance	1,400,000	(1,400,000)	-	1,400,000
Contingency Total	\$ 34,618,003	\$ (6,164,115)	\$ -	\$ 24,136,675

* Grant Contingency Allocated to Department

Mayor and Council

1000 - General	\$ 930,478	\$ -	\$ 930,478	\$ 968,453
Mayor and Council	\$ 930,478	\$ -	\$ 930,478	\$ 968,453

Development Services

1000 - General	\$ 4,231,931	\$ -	\$ 4,104,892	\$ 4,985,651
2400 - Water	140,647	-	128,402	170,642
Development Services Total	\$ 4,372,578	\$ -	\$ 4,233,294	\$ 5,156,293

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Economic Development				
1000 - General	\$ 924,260	\$ -	\$ 913,360	\$ 999,682
1980 - Streets Constr. - 1999 Auth	2,404,337	-	-	6,092,500
2100 - Economic Dev. Constr-1999 Auth	-	-	-	10,545,000
Economic Development Total	\$ 3,328,597	\$ -	\$ 913,360	\$ 17,637,182
Budget and Finance**				
1000 - General	\$ 21,721,378	\$ -	\$ 14,452,865	\$ 4,267,604
1900 - G.O. Bond Debt Service	24,337,128	-	24,337,128	20,318,988
1940 - M.P.C. Debt Service	18,737,313	-	18,737,313	20,630,852
2360 - Water and Sewer	3,029,403	-	3,029,403	3,223,804
1950 - Excise Tax Debt Service	5,575,770	-	5,575,770	5,575,771
Budget and Finance Total	\$ 73,400,992	\$ -	\$ 66,132,479	\$ 54,017,019
Fire Services				
1000 - General	\$ 41,665,248	\$ -	\$ 40,603,668	\$ 42,560,721
1420 - DIF-Fire Protec Fac pre SB1525	-	-	-	-
1840 - Other Federal and State Grants	5,158,123	-	3,166,373	4,302,221
2070 - General Gov Capital Projects	-	-	-	1,749,655
2530 - Training Facility Revenue Fund	787,230	-	800,219	886,875
Fire Services Total	\$ 47,610,601	\$ -	\$ 44,570,260	\$ 49,499,472
HR & Risk Mgt				
1000 - General	\$ 1,776,967	\$ 161,512	\$ 1,743,967	\$ 1,829,625
2540 - Risk Management Self Insurance	2,934,598	1,400,000	3,448,302	2,951,560
2560 - Workers Comp. Self Insurance	2,201,956	-	2,203,940	2,204,924
2580 - Benefits Trust Fund	25,450,368	-	25,450,368	26,825,620
HR & Risk Mgt Total	\$ 32,363,889	\$ 1,561,512	\$ 32,846,577	\$ 33,811,729
Innovation & Technology**				
2591 - Technology	\$ 6,650,551	\$ -	\$ 6,610,539	\$ 8,383,210
2592 - Technology Projects	3,234,800	-	514,300	4,147,725
Innovation & Technology Total	\$ 9,885,351	\$ -	\$ 7,124,839	\$ 12,530,935
Public Affairs**				
1000 - General	\$ 512,016	\$ -	\$ 504,916	\$ 2,213,033
Public Affairs Total	\$ 512,016	\$ -	\$ 504,916	\$ 2,213,033

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**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED</u>	<u>ACTUAL EXPENDITURES/ EXPENSES*</u>	<u>BUDGETED EXPENDITURES/ EXPENSES</u>
	<u>2016</u>	<u>2016</u>	<u>2016</u>	<u>2017</u>
Mayor's Office				
1000 - General	\$ 391,288	\$ -	\$ 390,338	\$ 368,222
Mayor's Office Total	\$ 391,288	\$ -	\$ 390,338	\$ 368,222
Misc. Grants & Misc Capital Grants				
1840 - Other Federal and State Grants	\$ 5,447,549	\$ (608,697)	\$ -	\$ 4,933,011
Misc. Grants & Misc Capital Grants Total	\$ 5,447,549	\$ (608,697)	\$ -	\$ 4,933,011
Non-Departmental				
1000 - General	\$ 10,026,202	\$ -	\$ 9,976,202	\$ 17,876,424
1200 - Utility Bill Donation	200,000	-	200,000	200,000
Non-Departmental Total	\$ 10,226,202	\$ -	\$ 10,176,202	\$ 18,076,424
Police Services				
1000 - General	\$ 78,014,086	\$ -	\$ 76,799,224	\$ 84,738,048
1440 - DIF-Police Faciliti pre SB1525	-	-	-	1,148,565
1840 - Other Federal and State Grants	5,720,917	-	1,282,600	5,805,168
1860 - RICO Funds	2,481,886	-	2,481,886	2,501,744
2040 - Public Safety Construction	1,929,586	-	855	1,202,685
2530 - Training Facility Revenue Fund	359,377	-	359,377	372,758
Police Services Total	\$ 88,505,852	\$ -	\$ 80,923,942	\$ 95,768,968
Public Facilities & Events**				
1000 - General	\$ 10,120,735	\$ (38,000)	\$ 10,119,994	\$ 11,780,970
1460 - DIF-Citywide	-	-	-	-
1480 - DIF-Citywide RecFac pre SB1525	-	40,000	-	1,067,000
1520 - DIF-Citywide Open Spaces	-	-	-	318,460
1540 - DIF-Parks Dev Zone1 pre SB1525	114,000	-	-	-
1560 - DIF-Parks Dev Zone2 pre SB1525	163,497	-	-	-
1580 - DIF-Parks Dev Zone3 pre SB1525	33,000	42,695	-	-
1840 - Other Federal and State Grants	175,000	-	-	175,000
1880 - Parks & Recreation Self Sust	1,162,922	-	1,118,934	-
1885 - Parks & Recreation Designated	81,818	-	555	62,895
2060 - Parks Construction	83	-	83	50,000
2070 - General Gov Capital Projects	-	-	-	400,000
2130 - Cultural Facility Bond Fund	-	-	-	100,000
Public Facilites & Events Total	\$ 11,851,055	\$ 44,695	\$ 11,239,566	\$ 13,954,325

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Dept. reorganized July 2016. History follows new dept.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Public Works				
1000 - General	\$ 10,424,929	\$ 2,036,148	\$ 9,809,674	\$ 8,096,952
1120 - Vehicle Replacement	4,500,000		3,191,895	4,732,500
1340 - Highway User Gas Tax	9,357,636		9,324,621	10,302,762
1480 - DIF-Citywide RecFac pre SB1525	-		-	5,000
1600 - DIF-Roadway Improve pre SB1525	925,555		105,483	725,030
1620 - DIF-General Government	-		-	-
1650 - Transportation Grants	19,134,936	5,988,252	408,759	16,143,008
1660 - Transportation Sales Tax	13,512,235		12,418,996	13,247,233
1760 - Airport Special Revenue	638,647		649,260	680,884
1920 - HURF Debt Service	1,975,800		1,975,800	-
1970 - Transportation Debt Service	7,147,999		7,147,999	7,149,000
1980 - Streets Constr. - 1999 Auth	251,149	314,351	468,459	1,120,440
2000 - Hurf Street Bonds	20,654,378		9,245,240	21,038,574
2070 - General Gov Capital Projects	2,234,438	(484,221)	507,237	7,730,846
2080 - Gov't Facilities - 1999 Auth	-		-	-
2120 - Airport Capital Projects	4,838,303	(2,666,351)	180,446	5,755,161
2180 - Flood Control Construction	1,680,158		117,713	2,213,114
2210 - Transportation Capital Project	24,647,442	(3,321,901)	3,568,607	13,757,015
2440 - Landfill	20,717,201	211,217	12,341,549	18,085,234
2480 - Sanitation	16,922,717	(109,523)	13,737,768	17,117,892
2530 - Training Facility Revenue Fund	478,385		471,688	503,174
2590 - Fleet Services	9,007,510		8,002,284	9,163,611
Public Works Total	\$ 169,049,418	\$ 1,967,972	\$ 93,673,478	\$ 157,567,430
Water Services				
2360+ - Water and Sewer	96,581,831	2,471,287	52,001,810	\$ 160,547,044
Water Services Total	\$ 96,581,831	\$ 2,471,287	\$ 52,001,810	\$ 160,547,044
TOTAL ALL DEPARTMENTS	\$ 632,000,000	\$ -	\$ 445,264,386	\$ 693,000,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Dept. reorganized July 2016. History follows new dept.

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND						
1000 - General	1,168.75	\$ 98,123,160	\$ 23,915,823	\$ 12,888,469	\$ 8,535,439	\$ 143,462,891
Total General Fund	1,168.75	\$ 98,123,160	\$ 23,915,823	\$ 12,888,469	\$ 8,535,439	\$ 143,462,891
SPECIAL REVENUE FUNDS						
1220 - Arts Commission Fund	1.00	\$ 76,307	\$ 8,041	\$ 6,369	\$ 5,844	\$ 96,561
1240 - Court Security/Bonds	3.75	301,098	56,963	47,135	28,910	434,106
1310 - Neighborhood Stabilization Pgm		32,019				32,019
1311 - Neighborhd Stabilization Pgm3		25,000				25,000
1300 - Home Grant		25,000				25,000
1320 - C.D.B.G.	8.75	508,703	58,233	108,734	38,849	714,519
1340 - Highway User Gas Tax	44.00	2,776,090	303,317	487,306	220,755	3,787,468
1660 - Transportation Sales Tax	51.25	3,030,985	344,578	547,217	251,537	4,174,317
1760 - Airport Special Revenue	6.00	347,357	39,842	48,764	27,178	463,141
1820 - CAP Grant	5.50	335,963	38,295	70,166	26,701	471,125
1830 - Emergency Shelter Grants	0.00	17,183	0	0	0	17,183
1840 - Grants	34.00	4,272,730	777,573	371,671	185,006	5,606,980
1860 - RICO Funds	1.00	56,917	6,528	14,457	4,355	82,257
1885 - Parks & Recreation Designated	0.00	5,200	0	0	383	5,583
2530 - Training Facility Revenue Fund	9.00	619,491	149,407	105,547	37,136	911,581
Total Special Revenue Funds	164.25	\$ 12,430,043	\$ 1,782,777	\$ 1,807,366	\$ 826,654	\$ 16,846,840
DEBT SERVICES FUNDS						
Total Debt Services Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
PERMANENT FUNDS						
Total Permanent Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -
ENTERPRISE FUNDS						
2360 - Water and Sewer	235.00	\$ 14,066,188	\$ 1,588,209	\$ 2,420,070	\$ 1,105,008	\$ 19,179,475
2440 - Landfill	44.00	2,644,466	291,589	429,080	199,514	3,564,649
2480 - Sanitation	70.00	3,502,580	387,374	729,313	259,849	4,879,116
2500 - Pub Housing Budget Activities	24.00	1,394,020	160,731	259,367	108,823	1,922,941
Total Enterprise Funds	373.00	\$ 21,607,254	\$ 2,427,903	\$ 3,837,830	\$ 1,673,194	\$ 29,546,181
INTERNAL SERVICE FUNDS						
2540 - Risk Management Self Insurance	2.00	\$ 159,383	\$ 18,281	\$ 25,064	\$ 13,094	\$ 215,822
2560 - Workers Comp. Self Insurance	1.00	70,588	8,096	14,854	5,881	99,419
2590 - Fleet Services	32.00	1,802,776	206,460	351,252	145,264	2,505,752
2591 - Technology	30.00	2,562,518	294,316	294,623	193,615	3,345,072
Total Internal Service Funds	65	\$ 4,595,265	\$ 527,153	\$ 685,793	\$ 357,854	\$ 6,166,065
TOTAL ALL FUNDS	1,771.00	\$ 136,755,722	\$ 28,653,656	\$ 19,219,458	\$ 11,393,141	= \$ 196,021,977

Section 4
FY 2017-2026
Capital Improvement
Plan

FY 2017-2026
Proposed
Capital Improvement Plan



City Council
Tentative Budget Adoption
May 24, 2016

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City of Glendale
Capital Improvement Plan FY2017-2026

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CAPITAL IMPROVEMENT PLAN PREPARATION

What are Capital Improvements?

The Capital Improvement Plan (CIP) is a ten-year roadmap for creating, maintaining and paying for Glendale's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The 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 and maintain them.

Capital improvement projects are non-routine capital expenditures that generally cost more than \$50,000 and result in the purchase of equipment, acquisition of land, design and construction of new assets, or the renovation, rehabilitation or expansion of existing capital assets. Capital projects usually have an expected useful life of at least five years.

Capital improvements make up the bricks and mortar, or infrastructure that all cities must have in place to provide essential and quality of life services to current and future residents, businesses and visitors. They also are designed to prevent the deterioration of the city's existing infrastructure, and respond to and anticipate the future growth of the city. A wide range of projects comprise capital improvements as illustrated by the examples below:

- fire and police stations;
- libraries, court facilities and office buildings;
- parks, trails, open space, pools, recreation centers and other related facilities;
- water and wastewater treatment plants, transmission pipes, storage facilities, odor control facilities and pump stations;
- roads, bridges, traffic signals and other traffic control devices including fiber optic infrastructure needed for the operation of intelligent transportation systems;
- landscape beautification projects;
- computer software and hardware systems other than personal computers and printers;
- flood control drainage channels, storm drains and retention basins;
- and major equipment purchases such as landfill compactors, street sweepers and sanitation trucks.

Glendale, like many cities in the Phoenix metropolitan area, faces a special set of complex problems because much of the city is built out except for scattered areas requiring infill development and the far western edge of the city, which is not built out. These cities need to build new roads, add public amenities such as parks and expand public safety services to accommodate new residential and non-residential development. They also must simultaneously maintain, replace, rehabilitate and/or upgrade existing capital assets such as roads, parks, buildings and underground pipes for the water and sewer system.

Paying for Capital Improvements

In many respects, the city planning process for selecting, scheduling and financing capital improvements parallels the way an individual might plan for buying a new house or car. This process entails an assessment of many valid competing needs, a determination of priorities, an evaluation of operating costs as well as financing options for the capital costs, and an establishment of realistic completion timeframes. The analysis process involves many familiar questions.

- Can I wait another year or two?
- Are there other alternatives such as remodeling, using public transit or carpooling?
- What other purchases will I need to forego?
- What can I afford and how can I pay for it?
- Do I need outside financing and what will it cost?
- Will there be additional monthly costs associated with the purchase?

If the purchase plan moves forward, a decision must be made about the down payment. A good planner might have started a replacement fund a few years ago in anticipation of the need. Other cash sources might include a savings account or a rainy day emergency fund. The city, just like most families, needs to find longer-term financing to cover certain costs for capital improvements. Repayment of the loan might require cutting other expenses like eating at restaurants or increasing income by taking a second part-time job. An unanticipated inheritance may speed up the timetable; a negative event, such as a flood or unanticipated medical expense, might delay the plan.

Similarly, most large capital improvements cannot be financed solely from a single year's revenue stream or by simply increasing income or decreasing expenses.

Guidelines and Policies Used in Developing the CIP

City Council's strategic goals and financial policies provide the broad parameters for development of the annual capital plan. For example, Council's financial policies on Capital Asset and Debt Management state that the 10-year capital plan will address capital needs in the following order:

- A. Improve existing assets
- B. Replace existing assets
- C. Construct new assets

These financial policies further state that projected life cycle costing will be evaluated for projects considered for funding in the near future. Life cycle costing is a method of calculating the total cost of a physical asset throughout its life. It is concerned with all costs of ownership and takes into account the costs incurred by an asset from its acquisition to its disposal, including design, installation, operating and maintenance costs.

Additional considerations include the following:

- Does a project qualify as a capital project, i.e., cost more than \$50,000 and have an expected useful life of at least five years?
- Does a project satisfactorily address all federal, state and city legal and financial requirements?
- Does a project support the city's favorable investment ratings and financial integrity?
- Does a project support the city's goal of ensuring all geographic areas of the city have comparable quality in the types of services that are defined in the Public Facilities section of the General Plan?
- Does a project prevent the deterioration of the city's existing infrastructure?
- Does a project respond to and, if possible, anticipate future growth in the city?
- Does a project encourage and sustain quality economic development?
- Can a project be financed through growth in the tax base or development fees, when possible, if constructed in response to residential or commercial development?
- Is a project responsive to the needs of residents and businesses within the constraints of reasonable taxes and fees?
- Does a project leverage funds provided by other units of government (e.g., Maricopa County Flood Control District, Arizona Department of Transportation, etc.) where appropriate?

Master plans also help determine which projects should be included in the CIP and the timeframes in which the projects should be completed. For example, the Parks and Recreation Master Plan's guidelines for neighborhood parks include 3.3 acres of park land per 1,000 residents. When population growth causes an area to exceed this threshold, that neighborhood will rise on the capital plan's priority list for park development. The Water and Sewer Master Plan, Parks Master Plan, Storm Water Master Plan, GO Transportation Plan and five-year plans for landfill and solid waste collection services also provide valuable guidance in the preparation of the CIP.

Economic forecasts also are a critical source of information and guidance throughout the capital planning process. The forecasts assess external factors such as whether the local economy is growing or contracting, population growth, inflation for construction materials, the value of land, and other variables that may affect the city's ability to finance needed services and capital projects.

Glendale's Annual CIP Development Process

In conjunction with the annual budgeting process, the Finance and Technology Department manages the citywide process of revising and updating the city's capital plan. City staff members from all departments participate in an extensive review of projects in the existing plan and the identification of new projects for inclusion in the CIP. The City Council's commitment to the needs and desires of Glendale's citizens is a critical factor considered during the capital planning process, as well as compliance with legal limits and financial resources.

Once projects are selected for inclusion in the capital plan, decisions must be made about which projects should be recommended for inclusion in the first five years of the plan. Determining how and when to schedule projects is a complicated process. It must take into account City Council's strategic goals as well as all of the variables that affect the city's ability to generate the funds to pay for these projects without jeopardizing its ability to provide routine, ongoing services and one-time or emergency services when needed.

The financial projections used to develop the CIP are based on staff's best prediction of future real estate values, construction costs, interest rates, and other relevant variables. These financial projections are jointly developed by the Finance and Technology Department and Public Works Department in conjunction with the Assistant City Manager. They are updated annually to reflect changes in the economic environment.

Although only the first year of the plan is appropriated, the first five years of the plan are financially balanced. This means the first five years of the plan

- Comply with the state's constitutional debt limits;
- Comply with the available voter authorization required for municipal bonds;
- Balance the use of incoming revenue streams with the use of fund balance, while maintaining a fund balance in compliance with bond covenants and policies regarding debt management and;
- Identify the source of revenue to finance various projects.

Financial and legal constraints make it impossible for the city to fund every project on its priority list. For example, it is not possible for the city to fund concurrently several large-scale projects that have significant operating budget impacts. Also, revenues used to pay the debt service are not limitless. Therefore, implementation timetables are established to stagger projects over time based on Council's strategic goals and the estimated financial resources expected for the future.

A critical element of financing capital projects is the ability to manage within available resources, including the overall debt incurred for past projects and any new debt for future projects. Limited staff resources to undertake new capital projects also must be considered. Capital projects often require significant time to manage effectively, and project managers in the departments typically manage several capital projects concurrently.

The city also must coordinate the timing of many of its capital projects with federal, state, county and municipal governments and outside entities. For example, street improvements are coordinated with utility companies, when possible, to minimize the amount of new street surface that must be cut to lay new or replacement utility and fiber optic lines. Also, flood control capital improvements are coordinated with the Maricopa County Flood Control District to maximize matching funds that the district makes available for eligible projects.

The availability of unanticipated financing, such as federal or state transportation grants may cause the city to accelerate a particular project. In addition, a scheduled project may be delayed in order to take advantage of an unusual one-time opportunity such as the receipt of non-governmental grant monies.

The City Council reviews the recommended CIP during the spring budget workshops. Council also considers citizen requests and considers the recommendations of staff before making the final decision about which projects should be included in which years of the CIP.

Citizen Involvement in the CIP Process

The CIP is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's long-term direction for capital improvements and a better understanding of the city's ongoing needs for stable revenue sources to fund large or multi-year capital projects.

Input into the annual CIP updating process is obtained from citizens who serve on many different city boards and commissions, as well from individual citizens through the public hearing and comment process. City boards and commissions are comprised of residents and business owners and their meetings are open to the public. A few examples include the Parks and Recreation Advisory Committee, the Library Advisory Board, the Citizen Task Force on Water and Sewer and AD-Hoc Citizens Bond Election Committees. The public also can provide comments to the Mayor and Council through public meetings of the Council, Council District meetings and through other interactions with them. It is through these public input venues that residents and businesses have alerted Council and staff about infrastructure development and renovation needs, important quality-of-life enhancements, and environmental and historic preservation issues that should be addressed in the capital plan.

Types of CIP Projects and Funding Sources

The ten-year CIP is developed with identified funding sources for each CIP project. For example, a street project might be funded through one or more of the following financing sources: Highway User Revenue Fund (HURF) bonds, general obligation (G.O.) bonds, federal or state grants, development impact fees (DIFs), Glendale's dedicated transportation sales tax or Glendale's general fund excise taxes. In many cases, a large or multi-year project will be financed using a mix of these funding sources.

General Obligation (G.O.) Bond Funded Projects

G.O. bonds are direct and general obligations of the city. Glendale uses G.O. bonds to fund most large-scale capital improvements except water, sewer, sanitation, landfill, many transportation-related projects and professional sports-related facilities such as the Gila River Arena, home of the National Hockey League's Arizona Coyotes, and Camelback Ranch, spring training home of the Chicago White Sox and the Los Angeles Dodgers. G.O. bonds are backed by "the full faith and credit" of the city.

Arizona State law mandates the separation of city property taxes into two components, the primary tax levy and the secondary tax levy. A municipality's secondary property tax revenue can be used only to pay the principal, interest and redemption charges on bonded indebtedness or other lawful long-term obligations that are issued or incurred for a specific capital purpose. In contrast, primary property tax revenue may be used for any lawful purpose.

There are two separate categories of G.O. bond funded projects. These categories correspond to the 6% and 20% Arizona State Constitutional limits for G.O. bonded indebtedness. Funds that have been established for the 6% category include the Economic Development, Cultural Facility, Government Facilities and Library Bond Funds. Active funds for the 20% category include the Flood Control, Open Space & Trails, Parks, Public Safety and Street/Parking Bond Funds. Water and sewer bonds are also included in the 20% category. Secondary property tax revenue can be used to pay water/sewer debt, but it is preferable for water/sewer capital debt service to be paid with water and sewer revenue.

Development Impact Fee Funded Projects

Impact fees are one-time charges to developers that are used to offset a city's capital costs resulting from new development. Developers pay Development Impact Fees (DIF) when they construct new residential and commercial developments. These fees are designed to cover a city's increased costs for providing new or expanded infrastructure in the following categories: roadway improvements, parks, libraries, police, fire, and water/sewer.

Planning and zoning information, such as anticipated population growth and expected density of residential and commercial development, is the foundation for impact fee revenue estimates. Given this information, the city then estimates the amount of impact fee revenue available to pay for growth-related capital projects.

In a growing economic condition, a number of DIF funded projects would more likely be included in the capital plan to supplement the growth related portion of projects funded with other resources such as G.O. bonds. However with the drastic decline in property values and the imperativeness to pay existing G.O. debt service with secondary property tax revenue, most capital projects requiring a new issuance of G.O. bonds were deferred or moved to the last five years of the plan. DIF revenue alone rarely is sufficient to fund 100% of the cost of growth-related projects. Therefore, given these circumstances, the current capital plan reflects very little spending of impact fees.

Enterprise and Other Projects

Water and Sewer Revenue Funded Projects: Water/Sewer capital projects can be funded with a number of options including, G.O. bonds, revenue bonds, revenue obligations or cash financing. Bonds or obligations are typically used to fund larger water/sewer projects. The principal and interest for bonds and obligations will be paid from future water/sewer user fee revenue. Smaller water/sewer projects are typically cash financed. Three separate funds have been established for water/sewer projects: one fund is for water capital projects, another fund addresses sewer projects and a third fund covers capital projects that represent a mix of water and sewer projects (e.g., water reclamation projects).

Landfill Revenue Funded Projects: Landfill user fee revenues fund environmental improvements required by federal and state law as well as improvements related to constructing, extending, improving and repairing the Glendale Municipal Landfill. Materials Recovery Facility (MRF) projects and landfill equipment also are included in the landfill capital fund. Users of the

Glendale Municipal Landfill include private haulers, other cities that are under contract with the city's landfill and the city's residential and commercial solid waste operations.

Sanitation Revenue Funded Projects: Unlike Water/Sewer and Landfill, the capital plan for Sanitation is not usually funded with revenue bonds. Instead sanitation projects are funded with user revenues and cash balances. However, inter-funds loans and capital leases have been used as a funding option in the past.

Transportation Sales Tax Funded Projects: On November 6, 2001, Glendale held a special election where voters passed a new half-cent sales tax to fund the transportation plan. The transportation plan was created to improve service for all modes of transportation including public transit, motorized vehicle, bicycle, pedestrian and aviation. Of the 13,019 ballots cast for this proposition, 64% were in favor and 36% were in opposition. By their votes, Glendale residents indicated that having transportation choices and being connected to regional activities and employment centers were important to maintaining Glendale's high quality of life.

Everyone who shops in Glendale pays the half-cent sales tax that became effective January 1, 2002. The revenues are dedicated to funding the implementation of the *Glendale Onboard! (GO Transportation Plan)*. The sales tax has no termination date. The transportation capital and operating budgets are balanced yearly. Transportation projects can either be funded with Transportation Revenue Obligations or cash financed. The principal and interest on revenue obligations will be covered with future transportation sales tax revenue.

Street (HURF) Revenue Funded Projects: The State of Arizona shares with cities a portion of the revenues it collects from highway user fees. This revenue is tracked in the Streets Fund (Fund 1340) and is known as HURF revenue. The Arizona State Constitution restricts the use of HURF revenue to street and highway purposes such as right-of-way acquisition, construction, reconstruction, maintenance, repair and the payment of the interest and principal on HURF bonds.

HURF often is called the gas tax even though there are several other transportation-related fees, including a portion of the vehicle license tax, that comprise this revenue source. Much of this revenue source is based on the volume of fuel sold rather than the price of fuel.

In the past, the Arizona Legislature has altered (1) the type and/or rate of taxes, fees and charges to be deposited into the Arizona Highway Revenue Fund and (2) the allocation of such monies among the Arizona Department of Transportation, Arizona cities and counties and other purposes. The Arizona Legislature reduced the amount of funds allocated to cities in FY 2009 through FY 2012. Future legislative alterations to HURF revenue sources and/or the HURF distribution formula may occur.

Municipal Property Corporation Bond Funded Projects: A city may form a Municipal Property Corporation (MPC) to finance a large capital project. An MPC is a non-profit organization over which the city exercises oversight authority, including the appointment of its governing board. This mechanism allows the city to finance a needed capital improvement and then purchase the improvement from the corporation over a period of years.

In order for the MPC to market the bonds, a city will typically pledge unrestricted excise taxes. Unrestricted excise taxes are generally all excise, transaction privilege, franchise and income taxes within the city's General Fund. This means MPC debt service is paid with General Fund operating dollars.

The city has formed and entered into agreements to sell MPC bonds to fund several construction projects, including the following:

- Glendale Municipal Office Complex (debt is retired),
- Gila River Arena,
- Glendale Media Center and Expo Hall, Convention Center and Parking Garage adjacent to the Westgate development in west Glendale,
- a portion of the Glendale Regional Public Safety Training Facility and infrastructure for the Zanjero development, and
- the Camelback Ranch development [as explained below].

Public Facilities Corporation Funded Bonds: Similar to an MPC, a public facilities corporation (PFC) a non-profit organization that is formed under Arizona State law to secure funding for capital projects. A PFC is also governed by a Council appointed Board of Directors responsible for authorizing debt. The PFC's sole purpose is to finance and construct public facilities for the city. While the PFC is a legally separate entity from the city, the city is responsible for the debt associated with the PFC bonds. The special debt obligations are back by the city's unrestricted excise taxes.

Grant Funded Projects: The majority of Glendale's grants for capital projects come from the federal or state government. There are two major types of grants. Open, competitive grant programs usually offer a great deal of latitude in developing a proposal and grants are awarded through a competitive review process. The existing Arizona Heritage Fund grants for parks and historic preservation capital projects are an example of competitive grants.

Entitlement or categorical grants are allocated to qualified governmental entities based on a formula basis (e.g., by population, income levels, etc.). Entitlement funds must be used for a specific grantor-defined purpose. Community Development Block Grants are considered entitlement grants and typically must benefit low-moderate income residents.

Most federal and state grant programs, with the exception of some public housing programs, require the applicant to contribute to the cost of the project. The required contribution, referred to as local match, can vary from 5% to 75%. Federal Transportation Administration grants for public transit improvements and Federal Aviation Administration grants for airport projects are examples of capital improvement grants for which local matching requirements will come from the city's operating budget and/or the city's transportation sales tax.

Many federal and state grant programs specifically prohibit the applicant from using other government grants as match, and require that the match be cash rather than donated services. Therefore, matching funds usually come from General Fund department operating budgets, G.O. bonds or development impact fees.

There is always a possibility that some of the grant-funded projects will be delayed or not completed if government grants fail to materialize. CIP projects adversely affected by changes in the availability of grants may be postponed until the needed grant funds are acquired, the project is modified to reduce costs, or the project is funded using alternative means.

Operating Budget - Pay-As-You-Go (PAYGO) Projects: Some capital improvements are paid for on a cash basis in order to avoid the interest costs incurred with other financing mechanisms and are included in the operating budget on a pay-as-you-go basis. The city's operating budget also provides for the maintenance of capital assets and expenses associated with the depreciation of city facilities and equipment.

Lease Financing Projects: Lease financing provides long-term financing for the purchase of equipment or other capital improvements and does not affect the city's G.O. bond capacity or require voter approval. In a lease transaction, the asset being financed can include new capital needs, assets under existing lease agreements or, in some cases, equipment purchased in the past for which the government or municipal unit would prefer to be reimbursed and paid over time. Title to the asset is transferred to the city at the end of the lease term.

Local Improvement District Bond Projects: Local improvement districts (LIDs) are legally designated geographic areas in which a majority of the affected property owners agree to pay for one or more capital improvements through a supplemental assessment. This financing approach ties the repayment of debt to those property owners who most directly benefit from the improvements financed.

Impact of the CIP on the Operating Budget

Glendale's operating budget is directly affected by the CIP. Almost every new capital improvement entails additional ongoing expenses for routine operation, repair and maintenance upon completion that must be incorporated into the operating budget. Many new capital facilities require the addition of new positions. Existing city facilities and equipment that were once considered state-of-the-art will require rehabilitation, renovation or upgrades to accommodate new uses and/or address safety and structural improvements. Older facilities usually involve higher maintenance and repair costs as well. PAYGO capital projects, grant-matching funds and lease/purchase capital expenses also come directly from the operating budget.

Operating costs are carefully considered in deciding which projects move forward in the CIP because it is not possible for the city to fund concurrently several large-scale projects that have significant operating budget impacts. Therefore, implementation timetables are established that stagger projects over time.

Many improvements make a positive contribution to the fiscal wellbeing of the city. Capital projects such as redevelopment of under-performing or under-used areas of the city, and the infrastructure expansion needed to support new development, promote the economic development and growth that can lead to the generation of additional operating revenues. These new revenue sources provide the funding needed to maintain, improve and expand the city's infrastructure.



FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Summary of All Capital Projects by Funding Type

Fund # - Name	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
BOND CONSTRUCTION FUNDS							
1980 - Street/Parking Bonds	0	7,212,940	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
2140 - Open Space/Trails	0	0	50,000	15,056	0	176,795	7,259,516
2060 - Parks	0	50,000	0	0	0	0	80,052,683
2160 - Library	0	0	0	0	0	0	11,590,260
2040 - Public Safety	0	1,202,685	2,351,250	2,351,250	0	0	61,217,361
2130 - Cultural Facility	0	100,000	100,000	84,550	0	0	0
2100 - Economic Development	0	10,545,000	0	0	0	0	0
2180 - Flood Control	1,486,986	726,128	0	0	0	0	22,697,923
Sub-Total	\$1,486,986	\$19,836,753	\$7,725,650	\$7,675,256	\$5,224,400	\$5,401,195	\$188,042,143
DIF FUNDS							
1601 - Roadway Improvements	0	725,030	1,047,023	34,553	0	0	34,553
1520 - Citywide Open Space	0	318,460	0	34,944	150,000	0	0
1461 - Citywide Parks	0	0	226,536	0	0	0	0
1481 - Citywide Rec Facility	0	1,072,000	0	126,983	0	0	3,469
1541 - Park Dev Zone 1	0	0	350,621	3,469	0	0	3,469
1561 - Park Dev Zone 2	0	0	165,438	3,469	0	0	3,469
1581 - Park Dev Zone 3	0	0	0	3,469	0	0	3,469
1380 - Library Buildings	0	0	1,755,029	0	0	0	0
1501 - Libraries	0	638,614	1,356,549	152,592	0	0	17,563
1441 - Police Dept Facilities	0	1,148,565	0	0	0	0	0
1421 - Fire Protection Facilities	0	0	0	15,654	0	0	15,654
1620 - General Government	0	0	0	0	0	0	0
Sub-Total		\$3,902,669	\$4,901,196	\$375,133	\$150,000	\$0	\$81,646
ENTERPRISE/OTHER FUNDS							
2360 - Water & Sewer	7,922,648	32,940,000	7,530,000	8,600,000	0	0	1,000,000
2400 - Water	10,240,800	28,482,000	68,088,580	7,200,000	7,000,000	6,350,000	87,573,225
2420 - Sewer	3,734,246	8,573,000	3,460,000	9,978,000	3,550,000	12,200,000	24,700,000
2210 - Transportation Construction	6,815,149	6,941,866	6,150,935	5,918,732	3,526,082	3,536,162	164,753,802
2000 - HURF/Street Bonds	13,788,329	7,250,245	6,134,245	3,500,000	3,500,000	3,300,000	23,392,735
1650 - Transportation Grants	14,993,008	150,000	0	0	0	0	0
2480 - Sanitation	2,188,497	793,764	1,856,124	2,136,919	2,072,817	1,516,464	10,013,553
2440 - Landfill	6,061,410	1,966,898	6,242,616	9,699,058	6,831,097	2,234,598	4,567,138
2120 - Airport Capital Grants	1,004,751	4,750,410	1,043,665	2,856,347	1,862,119	286,590	0
1000 - General Fund	0	0	0	0	0	0	0
2070 - General Gov Cap	3,425,448	6,455,053	4,485,037	1,836,752	2,923,574	2,336,752	31,668,844
2150 - Technology Infrastructure	0	0	0	0	0	0	4,845,000
1220 - Arts Commission	483,849	200,000	200,000	200,000	142,943	0	0
Sub-Total	\$70,658,135	\$98,503,236	\$105,191,202	\$51,925,808	\$31,408,632	\$31,760,566	\$352,514,297
Grand Total	\$72,145,121	\$122,242,658	\$117,818,048	\$59,976,197	\$36,783,032	\$37,161,761	\$540,638,086
Total FY 2017 Funding		\$194,387,779					



FUND SUMMARY: 1980-Street/Parking Bonds **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
68103 Street Scallop	0	617,607	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
68122 Capital Bridge Repair Program	0	502,833	0	0	0	0	0
Sub-Total - Existing Assets	0	1,120,440	0	0	0	0	0
New Assets							
0							
68124 *Parking Lot P1-91st & Maryland	0	6,092,500	0	0	0	0	0
68125 *Street Reconstruction Program	0	0	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
Sub-Total - New Assets	0	6,092,500	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
Total Project Expenses:	\$0	\$7,212,940	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400
Total FY 2017 Funding:		\$7,212,940					

PROJECT DETAIL: 1980-Street/Parking Bonds **Category: 20%**

Project: 68103 - Street Scallop (I) **Funding Source:** General Obligation Bonds

Project Description: The Scallop Street Program is used to complete street improvements to reduce traffic accidents, enhance traffic flow, provide safety to adjacent pedestrian traffic and to mitigate property flooding. Projects are selected based on need and available funding from a scallop street inventory maintained by the Engineering Department. Improvements may include pavement widening, curb and gutter, sidewalk, and ADA enhancements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$516,917	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$9,700	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$39,990	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$9,000	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$617,607	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M costs are not expected for this project.



PROJECT DETAIL: 1980-Street/Parking Bonds **Category: 20%**

Project: 68122 - Capital Bridge Repair Program (R) **Funding Source:** General Obligation Bonds

Project Description: This program is needed to maintain city bridges to meet Federal Highway Administration (FHWA) standards. There are 43 bridges that are inspected by Arizona Department of Transportation (ADOT) semi-annually. Under the National Bridge Inspection Program, administered by ADOT, the city is required to maintain its bridges to a satisfactory standard.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$14,333	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$502,833	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is required.

Project: 68124* - Parking Lot P1-91st & Maryland (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction for a surface parking lot located southwest of the intersection at Maryland Avenue and 91st Ave.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$92,500	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$6,092,500	\$0	\$0	\$0	\$0	\$0

Operating Description: Electricity for 400 lights, pavement maintenance and striping every 5 years, landscaping and irrigation.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$7,700	\$7,700	\$92,400
Utilities	\$0	\$0	\$0	\$39,000	\$39,000	\$195,000

Project: 68125* - Street Reconstruction Program (N) **Funding Source:** General Obligation Bonds

Project Description: Project provides for reconstruction of arterial and collector streets as identified in the Pavement Management Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Finance Charges	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Engineering Charges	\$0	\$0	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400
Arts	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Miscellaneous/Other	\$0	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL	\$0	\$0	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400

Operating Description:



FUND SUMMARY: 2140-Open Space/Trails Construction **Category: 20%**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
70000 Thunderbird Paseo Park Develop	0	0	0	0	0	1,998,675
70006 *T-bird Park Master Plan 2140	0	0	0	15,056	0	0
70007 *Open Space/Trails Master Plan	0	0	50,000	0	0	0
70008 *Thunderbird Park Imprvmt 2140	0	0	0	0	176,795	0
T1630 TCP Trail Improvements	0	0	0	0	0	2,639,898
Sub-Total - Existing Assets	0	0	50,000	15,056	0	4,638,573
New Assets						
0						
70003 City-Wide Trails System	0	0	0	0	0	1,020,000
70005 West Valley Multi-Modal Corrid	0	0	0	0	0	1,600,943
Sub-Total - New Assets	0	0	0	0	0	2,620,943
Total Project Expenses:	\$0	\$0	\$50,000	\$15,056	\$0	\$7,259,516
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70000 - Thunderbird Paseo Park Develop (I) **Funding Source:** General Obligation Bonds

Project Description: This project is for park improvements and renovations to maintain the 55 acre Thunderbird Paseo Linear Park. This includes tree replacement and additions, enhance landscaping with drought tolerant plant material; signage replacement; removal of asphalt surface; addition of concrete surface where asphalt existed; pedestrian/equestrian bridges; replacement of equipment located in the linear park; and address all mandated accessibility issues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$423,475
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,209,928
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$39,973
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$44,919
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$12,099
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$90,217
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$178,064
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,998,675

Operating Description: O and M expenses would vary based upon the specific type of future landscape improvements that are implemented. Supplies and contracts calculated at \$601 per acre X 50 acres (estimate value) plus inflation. A landscape water rate is calculated at \$0.22 per sq ft for 435,600 sq ft. All calculations are for 31 months of operation. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$96,174
Landscape	\$0	\$0	\$0	\$0	\$0	\$315,188

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70006* - T-bird Park Master Plan 2140 (I) **Funding Source:** General Obligation Bonds

Project Description: This project will update and revise the existing Thunderbird Conservation Park master plan. This is partial funding of this request, the balance is being requested in Fund 1520 DIF - Citywide Open Spaces in the amount of \$34,944.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$15,056	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$15,056	\$0	\$0	\$0

Operating Description:

Project: 70007* - Open Space/Trails Master Plan (I) **Funding Source:** General Obligation Bonds

Project Description: This project request is to revised and update the existing Open Space and Trails Master Plan completed in 2005. Since the approval of the current master plan, the development and use of trails and open space has increased and staff continue to receive requests for additional/expanded amenities.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0

Operating Description:

Project: 70008* - Thunderbird Park Imprvmnt 2140 (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include construction/renovation of Thunderbird Conservation Park trails, restrooms, ramadas, shade structures and amenities as defined in the master plan update.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$154,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$1,540	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$9,255	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$176,795	\$0

Operating Description:



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: T1630 - TCP Trail Improvements (I) **Funding Source:** General Obligation Bonds

Project Description: Based on the Thunderbird Conservation Park Master Plan recommendations, items to be addressed include ongoing repair and improvements of the 18 miles of natural surfaced trails. This would include ongoing replacement of trail signage and markers; enhance trail nodes and the trail heads along the trail system; removal of safety concerns and obstacles; rebuild trail washouts and mitigate washout areas; survey terrain for possible trail realignments; enhance scenic areas; removal of invasive plant species on the trails; widen trail system to accommodate multi-use designation; install trail interpretive signage; and re-vegetation of areas that have been impacted by rogue use. Project formally referred to as Thunderbird Park Improvements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$196,086
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,960,869
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$58,204
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$19,609
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$294,130
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,639,898

Operating Description: Supplies are based on 33 acres of improvements x \$601. Improvements will require a Service Worker II at \$53,310 with benefits, a Park Ranger with benefits at \$51,087, contracted labor assistance at \$25,000 per year, building maintenance at \$1.62 X 3,000 sq ft = \$4,860 annually; insurance is for 2 new employees at \$828 per person.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$458,320
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$70,248
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$17,214
Insurance	\$0	\$0	\$0	\$0	\$0	\$5,865
Landscape	\$0	\$0	\$0	\$0	\$0	\$11,097

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70003 - City-Wide Trails System (N) **Funding Source:** General Obligation Bonds

Project Description: This project will implement recommendations for open space acquisition, trailhead land purchases, construction of pedestrian, bicycle, and equestrian paths and trails, and connectivity between areas of interest citywide that accommodates future growth and user demands. This may include improvement or enhancements to trails along the Grand Canal Linear Park, Thunderbird Paseo, Skunk Creek Linear Park and the Bridle Path.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000

Operating Description: Specific scope will determine the additional O and M costs which could include supplies and contracts for \$601 x 50 acres, Service Worker II w/ benefits, building maintenance is for additional lighting (260 poles X \$153 per pole), insurance is for a new staff member at \$828 a year, and landscape is based on 50 acres of newly developed trails at \$.22 per square foot. Other operating calculations have been based upon 50 acres. A supplemental budget request will be submitted once the project is near completion.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Staffing	\$0	\$0	\$0	\$0	\$0	\$141,909
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$83,451
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$110,472
Insurance	\$0	\$0	\$0	\$0	\$0	\$2,299
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$8,170
Landscape	\$0	\$0	\$0	\$0	\$0	\$206,038

Project: 70005 - West Valley Multi-Modal Corrid (N) **Funding Source:** General Obligation Bonds

Project Description: This is to construct a multimodal trail system along the Agua Fria River Corridor as per the Maricopa Association of Governments West Valley Rivers Trails Plan. The trail system will link with other trails in and around the City of Glendale connecting parks and other recreation facilities, and serve new and existing residents.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$270,277
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,110,057
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$11,101
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$166,508
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,943

Operating Description: Supplies and contracts include \$601x 10 acres. Building maintenance costs include 34 low-level security lights for rest nodes and trail at \$75 per light and \$13 per lamp for bulb replacement. Landscape includes maintenance of approximately 435,600 sq ft x \$.0927per sq ft, water at \$.22 per sq ft x 435,600 sq ft, and ramada cleaning/maintenance at \$4,000 per ramada x three ramadas.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$6,010
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$14,992
Landscape	\$0	\$0	\$0	\$0	\$0	\$95,832



FUND SUMMARY: 2060-Parks Construction **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
70510 Park Enhancements	0	0	0	0	0	0	10,921,641
70515 T-Bird Park Improvements	0	0	0	0	0	0	2,902,993
70540 Grounds & Facilities Imprvmnts	0	0	0	0	0	0	3,914,523
70546 *Sahuaro Ranch Park Master Plan	0	50,000	0	0	0	0	0
T1715 Play Structure Improvements	0	0	0	0	0	0	2,874,890
<i>Replacement of Existing Assets</i>							
70500 Parks Redevelopment	0	0	0	0	0	0	27,417,240
70512 Facilities Renovation	0	0	0	0	0	0	9,906,161
70526 Multiuse Sports Field Lighting	0	0	0	0	0	0	4,723,297
70535 Paseo Racquet Center Park	0	0	0	0	0	0	7,045,478
70541 Parks Capital Equipment	0	0	0	0	0	0	1,224,490
T1712 Aquatic Facility Renovation	0	0	0	0	0	0	7,232,945
T1713 Foothills Center Renovation	0	0	0	0	0	0	1,889,025
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>50,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>80,052,683</i>
Total Project Expenses:	\$0	\$50,000	\$0	\$0	\$0	\$0	\$80,052,683
Total FY 2017 Funding:		\$50,000					

PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70510 - Park Enhancements (I)

Funding Source:

General Obligation Bonds

Project Description:

Ongoing park enhancements are vital in the city's effort to improve and enhance park functionality and appeal. Staff continually assesses park amenities and infrastructure, and strive to meet the demands park users place on park land and facilities. Park enhancements focus on a variety of elements and amenities within the existing park setting, and can be urgent in nature or planned. Typical park enhancements include new sport courts; additional low-level security lighting; picnic areas; picnic benches; Americans with Disabilities Act (ADA) issues; shade structures, landscape, and other amenities added to existing park sites. Ongoing enhancements typically address service gaps in the level of service requirements outlined in the Parks and Recreation Master Plan and federal, state, and local mandates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$926,587
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$8,547,040
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$174,429
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$85,470
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$845,615
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$10,921,641

Operating Description:

In most cases, park enhancements will have little or no impact on the O and M. In fact, in many cases the enhancements allow for a more efficient operation of infrastructure and amenities. O and M will be impacted when additional amenities are introduced to the park, such as ramadas, additional low-level lighting, etc. Supplies/contracts include \$601 x 4 acre. Building Maintenance includes an average of 10 additional low level security lighting x \$150 for electricity, and \$21 per lamp for replacement. Landscape maintenance \$.22 x 43,560 sq ft. A supplemental will be submitted.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$147,960
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$105,250
Landscape	\$0	\$0	\$0	\$0	\$0	\$584,820



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70515 - T-Bird Park Improvements (I)

Funding Source:

General Obligation Bonds

Project Description:

This project will continue the implementation of the Thunderbird Conservation Park Master Plan recommendations and improvements including the removal of invasive plant species and re-vegetation, signage upgrades, repairs or replacements to existing ramadas, picnic tables, grills, restrooms and other infrastructure. It will also address the continuation of re-vegetation, as well as the installation of new park elements, such as ramadas and parking lot improvements.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$646,739
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,847,826
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$57,777
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$18,478
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$277,173
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,902,993

Operating Description:

Improvements have an O and M impact for two new 750 sq ft restrooms with associated utilities and supplies. Supplies are based on 33 acres of improvements x \$601. Improvements will require a Service Worker II at \$53,310 with benefits, a Park Ranger with benefits at \$51,087, contracted labor assistance at \$25,000 per year, utilities at \$2.70 per sq ft X 3,000 sq ft = \$8,100; building maintenance at \$1.62 X 3,000 sq ft = \$4,860 annually; equipment maintenance is for two added pole lights at \$358 annually; insurance is for two new employees at \$828 per person; ramada cleaning at \$3,000 each at five new ramadas, building water at \$0.195 sq ft or \$49 per month.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Staffing	\$0	\$0	\$0	\$0	\$0	\$485,932
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$69,578
Utilities	\$0	\$0	\$0	\$0	\$0	\$28,250
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$29,912
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$2,203
Insurance	\$0	\$0	\$0	\$0	\$0	\$28,259
Landscape	\$0	\$0	\$0	\$0	\$0	\$21,431
Water	\$0	\$0	\$0	\$0	\$0	\$1,930

Project: 70540 - Grounds & Facilities Imprvmnts (I)

Funding Source:

General Obligation Bonds

Project Description:

This project addresses renovations and golf course enhancements that may not otherwise be included or covered in the golf course management agreements. Issues to be addressed include golf course grounds and infrastructure at Glendale's Glen Lakes and Desert Mirage golf courses. Improvements will include modifying or enhancing greens, tees, fairways, cart paths, irrigation systems, lakes, driving ranges, parking lots, fence replacement, and pro-shops for both municipal golf courses.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$875,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$77,085
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$62,438
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,914,523

Operating Description:

No additional O and M is needed.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: 70546* - Sahuaro Ranch Park Master Plan (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include developing a master plan for the 17 acre, historic area of Sahuaro Ranch Park which includes 13 original buildings, a rose garden, barnyard and historic orchards. The historic area has been a cultural asset that celebrates the city's historic beginnings. Listed on the National Registry of Historic Places and known as the "Showplace of the Valley," the Sahuaro Ranch Historic Area offers activities, exhibits and guided tours—keeping the history of early settlement in the Valley alive.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: T1715 - Play Structure Improvements (I) **Funding Source:** General Obligation Bonds

Project Description: This project involves replacing all playground components and playground surfacing in city parks to be more compliant with changes to the Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission (CPSC), the American Society for Testing and Materials (ASTM), and play units and components that have been removed due to vandalism or ongoing wear and tear.

In 2011, all of these organizations made significant changes to the laws, guidelines, and standards as it relates to playground accessibility, use, and safety. Subsequent evaluations by staff who are certified as Playground Safety Inspectors (CPSI) resulted in a comprehensive annual audit of all playgrounds to identify all play structure, playground, and playground surface deficiencies. The annual audit identified multiple playgrounds requiring varying levels of update to meet the new ADA, CPSC, and/or the ASTM laws, guidelines, and/or regulations. External audits of the playgrounds confirmed CPSI findings

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$56,390
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$360,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,874,890

Operating Description: No additional O and M is required. The new laws, guidelines, and standards would actually reduce O and M by reducing the staff time to conduct head and torso inspections, and tilling sand fall zones.



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70500 - Parks Redevelopment (R)

Funding Source:

General Obligation Bonds

Project Description:

This project is designed as a proactive focus for revitalizing parks currently in the city's inventory that have shown signs of deteriorating infrastructure, amenities, and/or landscape. The purpose of the redevelopment process is to heighten or restore the overall functionality of the park for the users, while at the same time enhancing the operating efficiency. As in the past, staff identify strategies that are designed to revive a park's existing strengths and develop new or enhanced functions of the park. Development strategies, service gaps, and needs are identified and addressed during the design and construction phase. Depending on the park category, location, size, and level of service, each requires a distinct level of funding to address an assortment of services or operational improvements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$6,283,947
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$18,239,851
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$548,341
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$122,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$182,399
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$2,040,702
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$27,417,240

Operating Description:

Supplies and contracts are based on 10 acres x \$601 per acre. Building Maintenance includes an additional 30, low-level park lighting at \$171 per pole. These parks are currently maintained, so staff doesn't project additional landscape maintenance costs. Water would include the addition of 40 drinking fountains at \$88 each. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$36,990
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$31,574
Water	\$0	\$0	\$0	\$0	\$0	\$17,600

Project: 70512 - Facilities Renovation (R)

Funding Source:

General Obligation Bonds

Project Description:

The proposed renovations address planned and/or unexpected restoration improvements and infrastructure replacement at existing park and recreation buildings, centers, ball field complex sites, group ramada pavilions, restrooms, and tennis and golf complexes. Funds are used citywide to provide ongoing renovation to existing facilities. The specific facilities that receive assistance from this project are targeted through an ongoing assessment and feedback from citizens and staff.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$8,093,137
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$198,123
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$80,931
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,213,970
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$9,906,161

Operating Description:

New O and M expenses are not usually encountered with restoration activities.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: 70526 - Multiuse Sports Field Lighting (R) **Funding Source:** General Obligation Bonds

Project Description: The Parks and Recreation has 25 lighted sports fields that are used for various youth and adult sports program and cultural events. Of the 25 lighted sports fields, 5 of the sports fields have athletic field lighting and lighting infrastructure that are over 15 years old. This project involves the renovation or replacement of existing sports lights that have illumination depreciation or no longer meet current illumination standards and those facilities where the lighting systems are currently depreciating and will require replacement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$705,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$3,528,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$94,466
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$78,311
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$35,280
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$282,240
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,723,297

Operating Description: This project will not require additional O and M. The bid specifications would be performance based and would require the contractor to perform bulb replacements. The newer lighting technology would operate more efficiently, thus reducing electrical consumption and O and M.

Project: 70535 - Paseo Racquet Center Park (R) **Funding Source:** General Obligation Bonds

Project Description: The park project has two components: Paseo Sports Complex and Paseo Racquet Center, both of which are in this park. The Sports Complex work will include the replacement of the lighting system, outdoor sound system, all fencing, restroom and concessions building. At the Paseo Racquet Center, necessary repairs include court overlays, court resurfacing, lighting, fencing and building restoration and improvements.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,579,200
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,512,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$139,858
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$45,120
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$676,800
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,045,478

Operating Description: These capital improvements are to existing facilities and will likely decrease O and M expenses.



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70541 - Parks Capital Equipment (R)

Funding Source:

General Obligation Bonds

Project Description:

The Parks Department has 10 pieces of equipment currently in the fleet that are 10 years or older, and 18 pieces of equipment that are 13 years or older. All are not included as part of the City's Vehicle Replacement Fund and have passed their average effective lifespan. Replacing old, outdated equipment such as mowers, sod cutters, aerators, paint machines, trailers, utility vehicles, specialized chain saws, park/facility maintenance equipment, ball field preparation machines and equipment are essential to the care and maintenance of facilities and parks. The equipment has outlasted its useful and effective lifespan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$24,490
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,224,490

Operating Description:

No additional O & M as the purchase of equipment would simply replace the existing.

Project: T1712 - Aquatic Facility Renovation (R)

Funding Source:

General Obligation Bonds

Project Description:

This project includes the renovation and restoration of existing aquatic facilities (Foothills and Rose Lane) owned by the City and operated by the Parks and Recreation Division. The aquatic facilities require annual attention and frequent repairs to remain relevant and useful. Projects, such as, replastering of the water vessels; patching and repairs to the pool decking; replacement of shade canopies; pool pumps and other equipment are needed to ensure continued compliance with all federal, state and county health code requirements. Other items to be considered periodically include slide repair and/or replacement; repair or replacement of play structure components; electrical infrastructure; diving boards; and pool heaters

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350,822
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,650,207
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$144,659
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$46,502
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$948,255
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,232,945

Operating Description:

No additional O and M needed.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: T1713 - Foothills Center Renovation (R) **Funding Source:** General Obligation Bonds

Project Description: This project involves the replacement of recreation center equipment that has an expected useful life span of 5-7 years and renovation of the facility. Replacement of fitness room equipment; existing audio/visual equipment; carpeting; room dividers; window blinds; chillers and boilers to the building; security systems; ongoing resurfacing of the multi-purpose area; enhance lighting in the exterior and interior; and parking lot resurfacing.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$189,625
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$758,500
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$37,040
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$80,500
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$40,769
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$7,585
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$634,500
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$140,506
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,889,025

Operating Description: No additional O and M is needed for this project.



FUND SUMMARY: 2160-Library Construction **Category: 6%**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
T2810 Library Renovation	0	0	0	0	0	11,590,260
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>11,590,260</i>
Total Project Expenses:	\$0	\$0	\$0	\$0	\$0	\$11,590,260
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2160-Library Construction **Category: 6%**

Project: T2810 - Library Renovation (I) **Funding Source:** General Obligation Bonds

Project Description: This is a request to modernize the three branch libraries to meet the expectations of the community. This project will include renovating and updating the interior spaces at the Velma Teague Branch Library (built in 1969), the Main Library (built in 1987) and Foothills Branch Library (built in 1999).

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$227,260
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$11,363,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$11,590,260

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2040-Public Safety Construction **Category: 20%**

	<u>Carrvoer</u>	<u>New Funding</u>	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses								
Existing Assets								
<i>Improvement of Existing Assets</i>								
81078 *Regional Wireless Cooperative	0	1,202,685	2,351,250	2,351,250	0	0	0	0
<i>Replacement of Existing Assets</i>								
75024 800MHz Comm Equip	0	0	0	0	0	0	1,408,819	
75034 Engine & Ladder Replacement	0	0	0	0	0	0	3,920,612	
Sub-Total - Existing Assets	0	1,202,685	2,351,250	2,351,250	0	0	5,329,431	
New Assets								
<i>0</i>								
75020 City Court Building	0	0	0	0	0	0	43,075,302	
T5536 Fire Station - Western Area	0	0	0	0	0	0	12,812,628	
Sub-Total - New Assets	0	0	0	0	0	0	55,887,930	
Total Project Expenses:	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$61,217,361	
Total FY 2017 Funding:		\$1,202,685						

PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 81078* - Regional Wireless Cooperative (I) **Funding Source:** General Obligation Bonds

Project Description: This project helps fund the city's share of membership in the Regional Wireless Cooperative (RWC) digital communications system (two way radio). Fees associated with this membership cover the operational and maintenance costs on a per radio basis as well as special assessment fees. Membership in the RWC provides enhances service, redundancy and increased coverage for all city departments. Most importantly, interoperability not only within city departments but also valley wide partners, is greatly increased. The city's "Gold Elite" consoles will require replacement upon the upgrade to IP-based radio communications as will portable and mobile radios used in the field which have reached their recommended end of life. In addition, this includes upgrades to our radio hardware due to known and anticipated upgrades and mandates which will make our current radio system obsolete.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
IT/Phone/Security	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$0
TOTAL	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$0

Operating Description:

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 75024 - 800MHz Comm Equip (R) **Funding Source:** General Obligation Bonds

Project Description: Replacement and/or upgrade of existing radios for the Regional Wireless Cooperative to assure the department continues to meet Federal Communications Commission requirements for Public Safety radio transmissions as mandated and/or to replace radios that have met or exceeded their life expectancy and require technology upgrades. The life expectancy for radios is 8 to 10 years.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$28,176
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,380,643
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,408,819

Operating Description: O and M includes network fees annually at \$94.59 per month, per radio for 196 radios, as identified by the RWC for FY2018/2019. The department will submit a supplemental in the future for the additional O and M. Annual ongoing O and M before inflationary increases: \$222,476.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$224,476

Project: 75034 - Engine & Ladder Replacement (R) **Funding Source:** General Obligation Bonds

Project Description: To maximize the safe use of Emergency Code 3 Apparatus the Fire Department's replacement plan indicates that front line engines should be replaced at 7 years or 100,000 miles and be moved into a reserve status. Ladder trucks should be replaced after 15 years or 100,000 miles. The department will maintain a reserve fleet of one reserve truck for every two front line trucks. This CIP request is for a continuous plan for replacement of the department's Code 3 Apparatus in an effort to be compliant with the National Fire Protection Association Standards for emergency apparatus. Our fleet now averages 11 years old and 150,000 miles of service.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$78,412
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$3,842,200
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,920,612

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 75020 - City Court Building (N) **Funding Source:** General Obligation Bonds

Project Description: Construction will resume on the city court building in the future years. As of the end of December 2009, the structure was built to ground level. When completed the building is expected to be approximately 90,000 net square feet and include 10 courtrooms. There is the possibility of additional costs due to the delay in construction.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$4,742,010
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$31,613,404
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$861,506
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$2,235,868
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$139,968
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$316,134
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$3,166,412
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$43,075,302

Operating Description: O and M would be needed starting in FY 2022 and includes a Building Maintenance Worker, two Custodians, a Day Porter and three Detention Officers. Other items include, utilities and electricity, security, building and elevator maintenance, parking lot sweeping and custodial supplies. There are \$213,800 in one-time expenses in FY 2021 including one-time purchases of vehicles and other essential supplies. The O and M related to opening the new facility does not include current grant-funded and one-time funded staff and operational costs. These costs total \$577,269. O and M costs for additional court positions will also be needed starting in the year the building is occupied. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$1,453,002
Utilities	\$0	\$0	\$0	\$0	\$0	\$184,533
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$250,966
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$47,056
Insurance	\$0	\$0	\$0	\$0	\$0	\$51,671
Electrical	\$0	\$0	\$0	\$0	\$0	\$1,107,210
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$18,684
Landscape	\$0	\$0	\$0	\$0	\$0	\$27,426
Water	\$0	\$0	\$0	\$0	\$0	\$38,579
Refuse	\$0	\$0	\$0	\$0	\$0	\$22,492



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: T5536 - Fire Station - Western Area (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction of a 15,000 sq ft, four bay fire station, with firefighter quarters for 18 personnel, furniture, fixtures, equipment, office space and storage. Equipment includes one engine. This facility will respond to the surrounding areas between Northern Avenue and Camelback Road and 83rd to 115th Avenues. This fire station would house a fire pumper 24/7 initially, with further expansion of ladders and medic units as growth demands.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$2,395,800
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,407,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,226,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$256,253
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$156,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$52,260
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,601,040
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,625,775
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$12,812,628

Operating Description: Additional O and M would be needed starting in March of 2021. Staffing includes the salary and benefits for 12 Firefighters, 3 Captains, 3 Engineers and .5 FTE Building Maintenance Worker. Also includes promotions, training, medic pay, station supplies, station and equipment maintenance, telephone charges, grounds maintenance, insurance and one-time cost in the amount of \$486,895 to recruit, test, hire and to send 18 firefighters to the training academy and six to medic school. Utilities, building maintenance, supplies and custodial services for 15,000 sq ft of space. PC replacement contributions for 3 computers and 1 color printer replacement = \$2,182. Landscaping estimated at \$0.22 per sq ft for 15,000 sq ft. Water estimated at \$0.195 per sq ft. Refuse estimated at \$342.26 x 12 months. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$3,844,622
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$703,502
Utilities	\$0	\$0	\$0	\$0	\$0	\$146,398
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$434,875
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$57,327
Insurance	\$0	\$0	\$0	\$0	\$0	\$36,165
Electrical	\$0	\$0	\$0	\$0	\$0	\$72,695
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$62,820
Landscape	\$0	\$0	\$0	\$0	\$0	\$9,501
Water	\$0	\$0	\$0	\$0	\$0	\$8,421
Refuse	\$0	\$0	\$0	\$0	\$0	\$11,824



FUND SUMMARY: 2130-Cultural Facility Construction **Category: 6%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
84309 *Sahuaro Ranch Park Improvments	0	100,000	100,000	84,550	0	0	0
<i>Sub-Total - Existing Assets</i>	0	100,000	100,000	84,550	0	0	0
Total Project Expenses:	\$0	\$100,000	\$100,000	\$84,550	\$0	\$0	\$0
Total FY 2017 Funding:	\$100,000						

PROJECT DETAIL: 2130-Cultural Facility Construction **Category: 6%**

Project: 84309* - Sahuaro Ranch Park Improvments (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include the renovation and stabilization of the historic area of Sahuaro Ranch Park over a three year period. The historic area includes 13 original buildings, a rose garden, barnyard and historic orchards and has been a cultural asset that celebrates the city's historic beginnings. Listed on the National Register of Historical Places and known as the "Showplace of the Valley," the Sahuaro Ranch Historic Area offers activities, exhibits and guided tours—keeping the history of early settlement in the Valley alive.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$87,165	\$87,165	\$75,000	\$0	\$0	\$0
Engineering Charges	\$0	\$5,753	\$5,753	\$4,950	\$0	\$0	\$0
Arts	\$0	\$872	\$872	\$750	\$0	\$0	\$0
Contingency	\$0	\$6,210	\$6,210	\$3,850	\$0	\$0	\$0
TOTAL	\$0	\$100,000	\$100,000	\$84,550	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2100-Economic Development Constructi **Category: 6%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84408 *Parking Lot P2-BHR and 95th	0	10,545,000	0	0	0	0	0
Sub-Total - New Assets	0	10,545,000	0	0	0	0	0
Total Project Expenses:	\$0	\$10,545,000	\$0	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$10,545,000					

PROJECT DETAIL: 2100-Economic Development Construc **Category: 6%**

Project: 84408* - Parking Lot P2-BHR and 95th (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction for a surface parking lot located south of Bethany Home Road between 91st and 95th avenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$10,000,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$115,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$10,545,000	\$0	\$0	\$0	\$0	\$0

Operating Description: Electricity for 400 lights, pavement maintenance and striping every 5 years, and landscaping and Irrigation.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2180-Flood Control Construction **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
79004 Local Drainage Problems	1,486,986	726,128	0	0	0	0	2,694,100
Sub-Total - Existing Assets	1,486,986	726,128	0	0	0	0	2,694,100
New Assets							
0							
79013 Bethany Home SD, 79th-67th	0	0	0	0	0	0	6,306,500
79014 59th Ave & Thunderbird Rd SD	0	0	0	0	0	0	1,993,011
T2910 Bethany Home SD, 67th-58th	0	0	0	0	0	0	5,450,900
T7901 83rd Ave BethanyHm to Camelbac	0	0	0	0	0	0	3,126,706
T7902 Camelback Rd. 51st to 58th	0	0	0	0	0	0	3,126,706
Sub-Total - New Assets	0	0	0	0	0	0	20,003,823
Total Project Expenses:	\$1,486,986	\$726,128	\$0	\$0	\$0	\$0	\$22,697,923
Total FY 2017 Funding:	\$2,213,114						

PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: 79004 - Local Drainage Problems (I) **Funding Source:** General Obligation Bonds

Project Description: Construct localized storm drain improvements to mitigate drainage and/or flooding problems. This is an ongoing program that typically addresses drainage problems in older neighborhoods, residential areas and extends existing storm drain systems.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Construction	\$0	\$726,128	\$0	\$0	\$0	\$0	\$2,300,000
Construction	\$1,451,058	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
Engineering Charges	\$20,128	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,100
Arts	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
TOTAL	\$1,486,986	\$726,128	\$0	\$0	\$0	\$0	\$2,694,100

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.



PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: 79013 - Bethany Home SD, 79th-67th (N) **Funding Source:** General Obligation Bonds

Project Description: Construct storm drain pipe, inlets and other appurtenances in Bethany Home Road from 79th Avenue to 67th Avenue. Construction costs are to be shared with Maricopa County Flood Control District (50%). Total estimated project cost is \$10.3M. The funds in this account only reflect the City's portion. The project will include storm drain pipe, catch basins, and appurtenances.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,400,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$54,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$6,306,500

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.

Project: 79014 - 59th Ave & Thunderbird Rd SD (N) **Funding Source:** General Obligation Bonds

Project Description: Project will construct a storm drain in 59th Avenue between the Thunderbird Road intersection and the Arizona Canal Drainage Channel.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$58,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$29,666
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,345
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$116,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,993,011

Operating Description: No additional O and M is required for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: T2910 - Bethany Home SD, 67th-58th (N) **Funding Source:** General Obligation Bonds

Project Description: Construct a storm drain in Bethany Home Road from 67th to 58th Avenues. Construction costs are to be shared with Maricopa County Flood Control District (50%). Total estimated project cost is \$8.9M. The funds in this account only reflect the City's portion (60%). The project will include storm drain pipe, catch basins, and appurtenances.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$480,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,680,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$51,600
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$46,800
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,450,900

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.

Project: T7901 - 83rd Ave BethanyHm to Camelbac (N) **Funding Source:** General Obligation Bonds

Project Description: Installation of storm drain in 83rd from Bethany Home Rd. to Camelback Rd. as identified in the Stormwater Management Plan

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$46,206
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,126,706

Operating Description:

Project: T7902 - Camelback Rd. 51st to 58th (N) **Funding Source:** General Obligation Bonds

Project Description: Installation of storm drain Camelback Rd. from 51st to 58th Ave. Identified in the Stormwater Management Plan

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$46,206
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,126,706

Operating Description:



FUND SUMMARY: 1600-DIF-Roadway Improvements **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
67814 59th & Olive Ave (1600)	0	0	713,766	0	0	0
67817 *59th & Olive Ave (1602)	0	725,030	75,780	0	0	0
67818 *59th & Olive Ave (1601)	0	0	257,477	0	0	0
<i>Replacement of Existing Assets</i>						
67809 DIF Update	0	0	0	34,553	0	34,553
Sub-Total - Existing Assets	0	725,030	1,047,023	34,553	0	34,553
Total Project Expenses:	\$0	\$725,030	\$1,047,023	\$34,553	\$0	\$34,553
Total FY 2017 Funding:	\$725,030					

PROJECT DETAIL: 1600-DIF-Roadway Improvements **Category: DIF**

Project: 67814 - 59th & Olive Ave (1600) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes constructing improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$667,491	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$39,600	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$6,675	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$713,766	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.

Project: 67817* - 59th & Olive Ave (1602) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes relocation of utilities, purchase right-of-way and construct improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$125,030	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$67,062	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$8,047	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$671	\$0	\$0	\$0	\$0
Contingency	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$725,030	\$75,780	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.



PROJECT DETAIL: 1600-DIF-Roadway Improvements **Category: DIF**

Project: 67818* - 59th & Olive Ave (1601) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes constructing improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$239,291	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$15,793	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$2,393	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$257,477	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.

Project: 67809 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the roadway improvements portion of the DIF study and updates.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$34,553	\$0	\$0	\$34,553
TOTAL	\$0	\$0	\$0	\$34,553	\$0	\$0	\$34,553

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1520-DIF-Citywide Open Space **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrlover</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
70453 Discovery Park	0	178,943	0	0	0	0	0
70454 Pasadena Park	0	139,517	0	0	0	0	0
70455 *Thunderbird Park Imprvmts 1520	0	0	0	0	150,000	0	0
70456 *T-Bird Park Mstr Plan 1520	0	0	0	34,944	0	0	0
Sub-Total - Existing Assets	0	318,460	0	34,944	150,000	0	0
Total Project Expenses:	\$0	\$318,460	\$0	\$34,944	\$150,000	\$0	\$0
Total FY 2017 Funding:		\$318,460					

PROJECT DETAIL: 1520-DIF-Citywide Open Space **Category: DIF**

Project: 70453 - Discovery Park (I) **Funding Source:** Development Impact Fees

Project Description: This project will create new amenities and infrastructure related to Discovery Park. Likely improvements include additional trails in the park and trail connections to the adjacent neighborhoods. Other improvements may include picnic ramadas, shaded rest areas, drinking fountains, enhanced open play areas, playground or exercise equipment, and other trail amenities and site improvements that address growth within the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$15,443	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$178,943	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 70454 - Pasadena Park (I) **Funding Source:** Development Impact Fees

Project Description: This project will create new amenities and infrastructure related to Pasadena Park. The project is proposed to include a multi-use loop path connection to adjacent sidewalks in the park and to make connections to the adjacent neighborhoods, as well as site improvements that address growth within this area of the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$114,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,140	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$12,377	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$139,517	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 1520-DIF-Citywide Open Space

Category: DIF

Project: 70455* - Thunderbird Park Imprvmts 1520 (I)

Funding Source: Development Impact Fees

Project Description:

Thunderbird Conservation Park continues to be one of the more popular facilities within the City of Glendale park system. With over 1,100 acres of undisturbed desert habitat, the ongoing maintenance of the existing eight main trails and the development of additional trails to meet the increasing demand is critical to maintaining the natural desert habitat.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$0	\$121,700	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$1,217	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$15,083	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0

Operating Description:

Project: 70456* - T-Bird Park Mstr Plan 1520 (I)

Funding Source: Development Impact Fees

Project Description:

This project will update and revise the existing Thunderbird Conservation Park master plan. This is partial funding of this project, the balance is being requested in Fund 2140 Open Space and Trails in the amount of

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$34,944	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$34,944	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1460-DIF-Citywide Parks **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
72502 DIF Update	0	0	226,536	0	0	0
<i>Sub-Total - Existing Assets</i>	0	0	226,536	0	0	0
Total Project Expenses:	\$0	\$0	\$226,536	\$0	\$0	\$0
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1460-DIF-Citywide Parks **Category: DIF**

Project: 72502 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the citywide parks portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1480-DIF-Citywide Rec Facility **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
72805 *Aquatics Center Improvements	0	5,000	0	0	0	0	0
72806 *Grand Canal Linear Prk Staging	0	23,150	0	0	0	0	0
72807 *Heroes Regional Park Study	0	50,000	0	0	0	0	0
72808 *Thunderbird Park Imprvmt 1480	0	0	0	123,514	0	0	0
72809 *Rose Lane Aquatics Storage	0	15,000	0	0	0	0	0
72810 *CS Dept Master Plan Update	0	245,000	0	0	0	0	0
72811 *FRAC Enhancements	0	30,000	0	0	0	0	0
72812 *Heroes Regional Park	0	564,012	0	0	0	0	0
72813 *Southern Park Maintenance Area	0	139,838	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
72801 DIF Update	0	0	0	3,469	0	0	3,469
Sub-Total - Existing Assets	0	1,072,000	0	126,983	0	0	3,469
Total Project Expenses:	\$0	\$1,072,000	\$0	\$126,983	\$0	\$0	\$3,469
Total FY 2017 Funding:		\$1,072,000					

PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

Project: 72805* - Aquatics Center Improvements (I) **Funding Source:** Development Impact Fees

Project Description: Purchase additional deck chairs to accommodate the spectator areas of the city aquatic facilities to address pool patron and expand the seating adjacent to the pools and to assist parents in their monitoring of children activities.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72806* - Grand Canal Linear Prk Staging (I) **Funding Source:** Development Impact Fees

Project Description: This project request is for the expansion of the Grand Canal Linear Park Equestrian Staging Facility located south of Bethany Home Road on 79th Avenue to accommodate additional demand for equestrian parking, trail use, and larger horse trailers. The recent completion of an additional segment of the New River trail and future plans to develop the segment of the Grand Canal will complete the connection of the two trails. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Improve existing and develop new trails, greenways and complete the Trails Master Plan".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$150	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$23,150	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility

Category: DIF

Project: 72807* - Heroes Regional Park Study (I)

Funding Source:

Development Impact Fees

Project Description:

The build-out of the remaining portions of the park are currently planned to be 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 which were postponed until financial capacity to construct is identified. Staff has continued to plan and/or obtain funding to further phase-in the various planned elements of the park, as appropriate. This project will update the existing master plan with more current and viable data as well as input from the public and key external and internal stakeholders. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Complete the Western Area Regional Park".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72808* - Thunderbird Park Imprvmt 1480 (I)

Funding Source:

Development Impact Fees

Project Description:

This project will provide funding for the development, construction and installation of park amenities and improvements. These amenities/improvements are in response to the growth in park visitors and users. This project complies with the City Council 2011 approved Parks and Recreation Master Plan secondary action plan recommended major areas of focus according to the priorities and interests of the community to "Enhance and improve Thunderbird Conservation Park".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$110,410	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$1,104	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$123,514	\$0	\$0	\$0

Operating Description:

Project: 72809* - Rose Lane Aquatics Storage (I)

Funding Source:

Development Impact Fees

Project Description:

This project will include the addition of a prefabricated storage unit at the Rose Lane Aquatics Center. This project complies with the 2011 Parks and Recreation Master Plan secondary action plan recommended major areas of focus according to the priorities and interests of the community to "Revitalize conditions of community and regional parks".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility

Category: DIF

Project: 72810* - CS Dept Master Plan Update (I)

Funding Source:

Development Impact Fees

Project Description:

With its inception in July 2014, the Community Services Department became a very diverse department that provide programs and services as well as operates and manages facilities throughout the city. The various work groups that make up the department have or have had previously approved master and strategic plans to help guide their operations, facility management/maintenance and program/service delivery. This project will incorporate existing division or work group master /strategic plans to help create a new department wide plan that will provide recommendations and outcomes based on the new department organizational and financial and structure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$245,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$245,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72811* - FRAC Enhancements (I)

Funding Source:

Development Impact Fees

Project Description:

This project will include several facility improvements at the Foothills Recreation and Aquatics Center to address increased programming volume and demand in center use including additional security cameras, the addition of full size lockers to the active area, the installation of a multi-purpose floor in the Coyote Room and the modification of the existing gym floor to accommodate programming expansion.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72812* - Heroes Regional Park (I)

Funding Source:

Development Impact Fees

Project Description:

This project request is for the completion of the half street improvements along the east side of 83rd Avenue at Heroes Regional Park. When the existing phases of the park were completed, the additional half street improvements for the east side of 83rd Avenue north of Bethany Home Road were part of the additional project items that were not completed due to budget and financing issues. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Complete the Western Area Regional Park".

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$487,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,142	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,870	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$564,012	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

Project: 72813* - Southern Park Maintenance Area (I) **Funding Source:** Development Impact Fees

Project Description: Construct a materials/equipment maintenance area at Heroes Regional Park. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This area will provide storage for regular park maintenance materials and equipment. Locating the maintenance area in Heroes Park will help parks maintenance staff decrease the amount of travel time from the Operations Center to the western and southern area park facilities. This project can be expanded to complete the full future planned maintenance facility for Heroes Regional Park.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$126,572	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,266	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$139,838	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72801 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the citywide recreation facilities portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1540-DIF-Park Dev Zone 1 **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrvoer	New Funding				
Existing Assets						
<i>Improvement of Existing Assets</i>						
*Orangewood Vista 1460	0	0	226,536	0	0	0
73104 Orangewood Vista 1540	0	0	124,085	0	0	0
<i>Replacement of Existing Assets</i>						
73102 DIF Update	0	0	0	3,469	0	3,469
Sub-Total - Existing Assets	0	0	350,621	3,469	0	3,469
Total Project Expenses:	\$0	\$0	\$350,621	\$3,469	\$0	\$3,469
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1540-DIF-Park Dev Zone 1 **Category: DIF**

Project: * - Orangewood Vista 1460 (I) **Funding Source:** Development Impact Fees

Project Description: This phase will involve developing a two - acre portion of the remaining undeveloped 10-acre joint-use neighborhood park. The improvements will include a concrete pathway, ramada, and landscape. The school and the joint-use park were constructed to address the growth in the area and the increasing student enrollment in the neighboring schools in the Glendale Elementary School District. The service area for this joint-use park is without a neighborhood ramada and concrete walkways. The ramada, concrete pathway, and surrounding ground stabilization are the highest priorities. This project has additional funding in fund 1540 in the amount of \$124,384.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$210,536	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$13,895	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$2,105	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0

Operating Description:

Project: 73104 - Orangewood Vista 1540 (I) **Funding Source:** Development Impact Fees

Project Description: This phase will involve developing a two-acre portion of the remaining undeveloped 10-acre joint-use neighborhood park. The improvements will include a concrete pathway, ramada, and landscape. The school and the joint-use park were constructed to address the growth in the area and the increasing student enrollment in the neighboring schools in the Glendale Elementary School District. The service area for this joint-use park is without a neighborhood ramada and concrete walkways. The ramada, concrete pathway, and surrounding ground stabilization are the highest priorities. This project has additional funding in fund 1460 in the amount of \$225,987.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$5,500	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$106,520	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$11,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$1,065	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$124,085	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project. Ramada cleaning would simply be incorporated into the park maintenance routine.



PROJECT DETAIL: 1540-DIF-Park Dev Zone 1 **Category: DIF**

Project: 73102 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 1 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1560-DIF-Park Dev Zone 2 **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrover</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
73404 Paseo Linear Park Additions	0	0	165,438	0	0	0	0
<i>Replacement of Existing Assets</i>							
73403 DIF Update	0	0	0	3,469	0	0	3,469
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>165,438</i>	<i>3,469</i>	<i>0</i>	<i>0</i>	<i>3,469</i>
Total Project Expenses:	\$0	\$0	\$165,438	\$3,469	\$0	\$0	\$3,469
Total FY 2017 Funding:		\$0					

PROJECT DETAIL: 1560-DIF-Park Dev Zone 2 **Category: DIF**

Project: 73404 - Paseo Linear Park Additions (I) **Funding Source:** Development Impact Fees

Project Description: Additional amenities consist of accommodating community growth by expanding the multi-use path, adding pathway pullout nodes to relieve congestion and add additional active recreation play elements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$137,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$1,370	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$15,068	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$165,438	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for these projects.

Project: 73403 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 2 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1580-DIF-Park Dev Zone 3	Category: DIF
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	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
73702 DIF Update	0	0	0	3,469	0	3,469
<i>Sub-Total - Existing Assets</i>	0	0	0	3,469	0	3,469
Total Project Expenses:	\$0	\$0	\$0	\$3,469	\$0	\$3,469
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1580-DIF-Park Dev Zone 3	Category: DIF
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Project: 73702 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 3 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1380-DIF-Library Buildings **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
New Assets						
0						
74252 *Western Area Library 1380	0	0	1,755,029	0	0	0
Sub-Total - New Assets	0	0	1,755,029	0	0	0
Total Project Expenses:	\$0	\$0	\$1,755,029	\$0	\$0	\$0
Total FY 2017 Funding:		\$0				

PROJECT DETAIL: 1380-DIF-Library Buildings **Category: DIF**

Project: 74252* - Western Area Library 1380 (N) **Funding Source:** Development Impact Fees

Project Description: In October 2014 and after review by the Library Advisory Board and staff, Council provided direction to develop conceptual designs for the possible location of a Western Area Branch Library at either Heroes Regional Park or on the third/fourth floors of the Glendale Media Center. Regardless of its location, the facility would be 7500- 8000 square feet in size and would result in library services provided to this geographic area of Glendale. Should the Council provide direction to move forward with this project, this is a specific "placeholder" request that would provide funding for full design and construction beginning in FY 16-17 and carry into FY 17-18. This project is also funded in fund 1500 in the amount of \$1,370,549.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$1,380,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$49,680	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$13,800	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$311,549	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,755,029	\$0	\$0	\$0	\$0

Operating Description: O&M is included in project Western Area Library 1500.



FUND SUMMARY: 1500-DIF-Libraries **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
74752 DIF Update	0	0	0	17,563	0	17,563
<i>Sub-Total - Existing Assets</i>	0	0	0	17,563	0	17,563
New Assets						
0						
74751 Library Books - Pop. Growth	0	310,000	310,000	135,029	0	0
74755 *Western Area Library 1500	0	328,614	1,046,549	0	0	0
<i>Sub-Total - New Assets</i>	0	638,614	1,356,549	135,029	0	0
Total Project Expenses:	\$0	\$638,614	\$1,356,549	\$152,592	\$0	\$17,563
Total FY 2017 Funding:	\$638,614					

PROJECT DETAIL: 1500-DIF-Libraries **Category: DIF**

Project: 74752 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the library portion of the DIF updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$17,563	\$0	\$0	\$17,563
TOTAL	\$0	\$0	\$0	\$17,563	\$0	\$0	\$17,563

Operating Description: No additional O and M is needed.

Project: 74751 - Library Books - Pop. Growth (N) **Funding Source:** Development Impact Fees

Project Description: This project requests the use of collected DIF to continue the phased-in approach of increasing the number of library material at the three Glendale libraries using remaining DIF balance previously collected during the high-growth phase of Glendale.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$310,000	\$310,000	\$135,029	\$0	\$0	\$0
TOTAL	\$0	\$310,000	\$310,000	\$135,029	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 1500-DIF-Libraries

Category: DIF

Project: 74755* - Western Area Library 1500 (N)

Funding Source: Development Impact Fees

Project Description:

In October 2014 and after review by the Library Advisory Board and staff, Council provided direction to develop conceptual designs for the possible location of a Western Area Branch Library at either Heroes Regional Park or on the third/fourth floors of the Glendale Media Center. Regardless of its location, the facility would be 7500- 8000 square feet in size and would result in library services provided to this geographic area of Glendale. Should the Council provide direction to move forward with this project, this is a specific "placeholder" request that would provide funding for full design and construction beginning in FY 16-17 and carry into FY 17-18. This project is also funded in fund 1380 in the amount of \$1,755,029.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$318,263	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,003,861	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$10,351	\$32,649	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$10,039	\$0	\$0	\$0	\$0
TOTAL	\$0	\$328,614	\$1,046,549	\$0	\$0	\$0	\$0

Operating Description:

It is estimated O&M for this project is \$600,000 which includes 8.5 FTE's for a 40 hour per week operation. The ongoing O&M impact will be recalculated as a part of the final analysis of this potential project.



FUND SUMMARY: 1440-DIF-Police Dept Facilities **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
12120 *Regional Wireless Cooperative	0	1,148,565	0	0	0	0	0
Sub-Total - New Assets	0	1,148,565	0	0	0	0	0
Total Project Expenses:	\$0	\$1,148,565	\$0	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$1,148,565					

PROJECT DETAIL: 1440-DIF-Police Dept Facilities **Category: DIF**

Project: 12120* - Regional Wireless Cooperative (N) **Funding Source:** Development Impact Fees

Project Description: The city gold elite consoles will require upgrade to IP-based radio consoles, including portable and mobile devices. The city's participation in the RWC provides for enhanced service, redundancy and increased coverage for public safety. Most importantly inoperability within city limits and also with valley wide partners is greatly increased.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$1,148,565	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,148,565	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1420-DIF-Fire Protection Facilities **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
77001 DIF Update	0	0	0	15,654	0	15,654
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>15,654</i>	<i>0</i>	<i>15,654</i>
Total Project Expenses:	\$0	\$0	\$0	\$15,654	\$0	\$15,654
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1420-DIF-Fire Protection Facilities **Category: DIF**

Project: 77001 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the fire facilities portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$15,654	\$0	\$0	\$15,654
TOTAL	\$0	\$0	\$0	\$15,654	\$0	\$0	\$15,654

Operating Description: No additional O and M is needed.



FUND SUMMARY: 2360-Water & Sewer **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
60007 Arrwhd Wtr Reclam Fac Imps	6,552,616	25,442,000	0	0	0	0	0
60008 WAWRF Phase IV	910,303	2,368,000	0	0	0	0	0
60016 West Area WRF Improvements	159,729	4,250,000	5,950,000	4,600,000	0	0	0
<i>Replacement of Existing Assets</i>							
60010 Lab Data Management System	50,000	0	0	0	0	0	0
60014 SCADA Study & Replacement	250,000	500,000	0	0	0	0	1,000,000
Sub-Total - Existing Assets	7,922,648	32,560,000	5,950,000	4,600,000	0	0	1,000,000
New Assets							
0							
60015 Asset Mangement Program	0	300,000	1,500,000	1,500,000	0	0	0
60017 Integrated Water Master Plan	0	0	0	2,500,000	0	0	0
60018 *Laboratory Equipment	0	80,000	80,000	0	0	0	0
Sub-Total - New Assets	0	380,000	1,580,000	4,000,000	0	0	0
Total Project Expenses:	\$7,922,648	\$32,940,000	\$7,530,000	\$8,600,000	\$0	\$0	\$1,000,000
Total FY 2017 Funding:	\$40,862,648						

PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60007 - Arrwhd Wtr Reclam Fac Imps (I) **Funding Source:** Water & Sewer Revenues

Project Description: Replace and improve headworks, sand filters, odor control, fiber optics, clarifiers, civil, mechanical and electrical components at the Arrowhead Ranch Water Reclamation Facility. The construction and cash flow period to continue over the next three years. These improvements will enable the plant to consistently meet the A+ effluent water quality requirements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$22,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$6,552,616	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$122,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$220,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$6,552,616	\$25,442,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60008 - WAWRF Phase IV (I) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct improvements and rehabilitation to the odor control and disinfection system as identified in the West Area Water Reclamation Facility Phase IV Master Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$307,380	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$437,633	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$25,800	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$72,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$27,344	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Arts	\$6,946	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$123,500	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$250,200	\$0	\$0	\$0	\$0	\$0
TOTAL	\$910,303	\$2,368,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 60016 - West Area WRF Improvements (I) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate, design and construct improvements to all process areas at the West Area WRF and raw sewage pump station (RSPS). To include improvements to civil, mechanical, plumbing, and electrical systems to continue to produce A+ effluent for reuse and recharge storage.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$159,729	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$5,500,000	\$4,500,000	\$0	\$0	\$0
Finance Charges	\$0	\$30,821	\$24,179	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,857	\$45,179	\$36,964	\$0	\$0	\$0
Arts	\$0	\$0	\$55,000	\$45,000	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$186,322	\$325,642	\$18,036	\$0	\$0	\$0
TOTAL	\$159,729	\$4,250,000	\$5,950,000	\$4,600,000	\$0	\$0	\$0

Operating Description:

Project: 60010 - Lab Data Management System (R) **Funding Source:** Water & Sewer Revenues

Project Description: Purchase of a new information management system to replace the outdated data system. The new information system will interface directly with laboratory instrumentation, integrate quality control processes, eliminate duplicate and manual data entry, and automate regulatory reporting.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: Additional O and M expenses are related to software license renewals/updates and system configuration hardware requirements. The additional O and M will be absorbed by the department.



PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60014 - SCADA Study & Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Study alternative information and communication systems to develop a plan for improvements and upgrade to new technologies to increase functionality of the Supervisory Control and Data Acquisition (SCADA) system. The system gathers process data for monitoring and controlling the treatment processes.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000
TOTAL	\$250,000	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000

Operating Description:

Project: 60015 - Asset Mangement Program (N) **Funding Source:** Water & Sewer Revenues

Project Description: Study the current asset management information system functions and operational needs. Procure new management system and implement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$300,000	\$1,500,000	\$1,500,000	\$0	\$0	\$0
TOTAL	\$0	\$300,000	\$1,500,000	\$1,500,000	\$0	\$0	\$0

Operating Description:

Project: 60017 - Integrated Water Master Plan (N) **Funding Source:** Water & Sewer Revenues

Project Description: Conduct a comprehensive study to update the 2003 Water plan as amended in 2008 by the Groundwater plan; 2008 Wastewater plan; and the 2011 Stormwater Management plan and review the reclaimed water resources and use, facilities capacity, and infrastructure needs to serve the City of Glendale now and in the future. Then integrate into a Water Master Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 60018* - Laboratory Equipment (N) **Funding Source:** Water & Sewer Revenues

Project Description: Replace aging ion chromatograph and deionized water system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2400-Water **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
61023 Water System Security	0	100,000	0	0	0	0	500,000
61024 Cholla Water Plant Process Imp	1,975,989	4,282,000	8,410,000	0	0	0	6,100,000
61043 Pyramid Peak WTP Process Imp.	1,034,852	7,200,000	0	0	0	0	6,100,000
61045 Thunderbird Reservoir Misc. Im	80,000	250,000	0	0	0	0	0
61047 Citywide Meter Vault Imp	1,572,858	1,200,000	0	1,500,000	0	0	1,000,000
61049 Zone 3 Water Supply Imp.	221,187	500,000	0	0	0	0	0
61054 Distrib Sys Imprv - Citywide	500,000	500,000	500,000	500,000	0	0	0
61055 Oasis WTP Improvements	1,425,830	500,000	2,000,000	0	0	0	7,000,000
61060 *67th Ave Water line improv	0	0	0	600,000	1,500,000	0	0
<i>Replacement of Existing Assets</i>							
61001 Fire Hydrant Replacement	200,000	650,000	650,000	650,000	650,000	650,000	3,250,000
61013 Water Line Replacement	2,543,084	2,500,000	3,000,000	2,000,000	2,500,000	2,500,000	10,000,000
61015 Outer Loop Effluent Line	0	0	0	650,000	0	0	0
61048 City Wide Well Rehab	500,000	1,800,000	2,000,000	500,000	0	0	0
Sub-Total - Existing Assets	10,053,800	19,482,000	16,560,000	6,400,000	4,650,000	3,150,000	33,950,000
New Assets							
0							
61019 Storage and Recovery Well	0	0	0	0	700,000	2,700,000	3,900,000
61027 Water Line Extension	0	0	0	300,000	1,150,000	0	0
61038 Loop 101 Water Treatment Plant	0	0	0	0	0	0	43,023,225
61051 Accural of Long-term Water Sto	0	500,000	500,000	500,000	500,000	500,000	2,500,000
61052 Recharge Storage Assessment	187,000	500,000	1,500,000	0	0	0	0
61056 White Mtn Apache Water Rights	0	0	6,690,580	0	0	0	0
61058 *Pyramid Peak WTP 54MGD Expan	0	8,000,000	42,838,000	0	0	0	0
61059 *Zone 3 Groundwater Wells	0	0	0	0	0	0	4,200,000
Sub-Total - New Assets	187,000	9,000,000	51,528,580	800,000	2,350,000	3,200,000	53,623,225
Total Project Expenses:	\$10,240,800	\$28,482,000	\$68,088,580	\$7,200,000	\$7,000,000	\$6,350,000	\$87,573,225
Total FY 2017 Funding:		\$38,722,800					

PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61023 - Water System Security (I) **Funding Source:** Water & Sewer Revenues

Project Description: Installation of equipment citywide to further enhance security of the city's water supply, treatment plants, and distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000

Operating Description: No additional O and M is needed for this project.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61024 - Cholla Water Plant Process Imp (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve and rehabilitate all process areas and key component systems throughout the treatment plant, administration building, reservoir, and at the booster station. Construct chlorine gas generation facility in last five years to replace use of 1-ton containers.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$338,261	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Construction	\$1,436,158	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$3,000,000	\$8,000,000	\$0	\$0	\$0	\$5,000,000
Finance Charges	\$0	\$27,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$22,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$156,423	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$25,556	\$51,111	\$0	\$0	\$0	\$38,333
Arts	\$22,647	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$30,000	\$80,000	\$0	\$0	\$0	\$50,000
Miscellaneous/Other	\$0	\$199,444	\$278,889	\$0	\$0	\$0	\$11,667
TOTAL	\$1,975,989	\$4,282,000	\$8,410,000	\$0	\$0	\$0	\$6,100,000

Operating Description:

Project: 61043 - Pyramid Peak WTP Process Imp. (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve and rehabilitate all process areas and key component systems throughout the treatment plant. Construct chlorine gas generation facility in last five years to replace use of 1-ton containers. City of Peoria shares in the capital and operating costs of the plant. They will fund 23% of the total costs.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$1,034,852	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$950,000
Construction	\$0	\$5,800,000	\$0	\$0	\$0	\$0	\$5,000,000
Finance Charges	\$0	\$10,111	\$0	\$0	\$0	\$0	\$33,889
Engineering Charges	\$0	\$62,162	\$0	\$0	\$0	\$0	\$52,838
Arts	\$0	\$58,000	\$0	\$0	\$0	\$0	\$50,000
Miscellaneous/Other	\$0	\$69,727	\$0	\$0	\$0	\$0	\$13,273
TOTAL	\$1,034,852	\$7,200,000	\$0	\$0	\$0	\$0	\$6,100,000

Operating Description: No additional O and M is required for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61045 - Thunderbird Reservoir Misc. Im (I) **Funding Source:** Water & Sewer Revenues

Project Description: The project includes a study to evaluate alternatives for enhancing water quality and the feasibility of adding 3-phase power at the Thunderbird Reservoir. Once the study is completed, design and construction of the recommended improvements are projected to proceed.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$230,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$10,222	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$2,300	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$4,978	\$0	\$0	\$0	\$0	\$0
TOTAL	\$80,000	\$250,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 61047 - Citywide Meter Vault Imp (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve meter vault access per the city's design standards and rehabilitate, as needed, vault structure to meet safety requirements. Improve 124 vaults in four phases over multiple years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$356,325	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$300,000	\$0	\$400,000	\$0	\$0	\$200,000
Construction	\$0	\$840,000	\$0	\$1,000,000	\$0	\$0	\$750,000
Construction	\$966,591	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$10,510	\$0	\$14,100	\$0	\$0	\$14,925
Finance Charges	\$16,341	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$21,090	\$0	\$25,900	\$0	\$0	\$17,575
Engineering Charges	\$49,244	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$8,400	\$0	\$10,000	\$0	\$0	\$7,500
Arts	\$10,978	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$15,081	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$158,298	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$20,000	\$0	\$50,000	\$0	\$0	\$10,000
TOTAL	\$1,572,858	\$1,200,000	\$0	\$1,500,000	\$0	\$0	\$1,000,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61049 - Zone 3 Water Supply Imp. (I) **Funding Source:** Water & Sewer Revenues

Project Description: Rehabilitate specific portions of large water transmission main and related valves at 67th Avenue and Deer Valley Road and make improvements at the Hillcrest booster station to add reliability and redundancy within pressure Zone 2 and Zone 3 of the distribution system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$221,187	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$29,700	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$15,800	\$0	\$0	\$0	\$0	\$0
TOTAL	\$221,187	\$500,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 61054 - Distrib Sys Imprv - Citywide (I) **Funding Source:** Water & Sewer Revenues

Project Description: Replace and rehabilitate pressure reduction valves, water instrumentation, flow meters, and transmission mains connections. Develop a citywide water modeling plan for the water distribution system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0
Construction	\$262,250	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$16,200	\$16,200	\$16,200	\$0	\$0	\$0
Engineering Charges	\$32,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$4,500	\$4,500	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$29,300	\$29,300	\$29,300	\$0	\$0	\$0
TOTAL	\$500,000	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61055 - Oasis WTP Improvements (I) **Funding Source:** Water & Sewer Revenues

Project Description: Study both the surface and groundwater treatment plants' condition. Design and construct efficiency and operation upgrades. Replace filter underdrain infrastructure and make improvements to booster pump station. Replace brine ponds in FY2022-23.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$400,000	\$0	\$0	\$0	\$0	\$1,200,000
Design	\$1,420,830	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,900,000	\$0	\$0	\$0	\$5,500,000
Construction	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$54,619	\$0	\$0	\$0	\$0	\$32,881
Engineering Charges	\$0	\$4,111	\$19,528	\$0	\$0	\$0	\$68,861
Arts	\$0	\$0	\$19,000	\$0	\$0	\$0	\$55,000
Miscellaneous/Other	\$0	\$41,270	\$61,472	\$0	\$0	\$0	\$143,258
TOTAL	\$1,425,830	\$500,000	\$2,000,000	\$0	\$0	\$0	\$7,000,000

Operating Description:

Project: 61060* - 67th Ave Water line improv (I) **Funding Source:** Water & Sewer Revenues

Project Description: Assess and rehabilitate water lines and connections south of Jomax along 67th Avenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,400,000	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$15,125	\$38,500	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$14,000	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$34,875	\$47,500	\$0	\$0
TOTAL	\$0	\$0	\$0	\$600,000	\$1,500,000	\$0	\$0

Operating Description:

Project: 61001 - Fire Hydrant Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to replace or rehabilitate approximately 290 fire hydrant and 260 water valves annually. Within the distribution system, there are over 8,400 fire hydrants and 24,000 water valves. Priority is determined by age and loss of function.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Construction	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$487,500	\$487,500	\$487,500	\$487,500	\$487,500	\$2,437,500
Finance Charges	\$0	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$116,875
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Arts	\$0	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$24,375
TOTAL	\$200,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61013 - Water Line Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to rehabilitate large diameter water lines as identified in the Water Distribution System Evaluation Study conducted by CH2M-Hill. There are four locations citywide that will be rehabilitated over the next four years. New study will evaluate next rehabilitation locations for future years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$649,196	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$200,000	\$300,000	\$200,000	\$500,000	\$500,000	\$2,500,000
Construction	\$1,714,061	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,200,000	\$2,500,000	\$1,700,000	\$1,900,000	\$1,900,000	\$7,276,111
Finance Charges	\$33,944	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$11,010	\$54,481	\$9,208	\$10,000	\$10,000	\$85,329
Engineering Charges	\$127,883	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$13,508	\$15,759	\$10,694	\$13,508	\$13,508	\$55,023
Arts	\$0	\$22,000	\$25,000	\$17,000	\$19,000	\$19,000	\$72,761
Arts	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$53,482	\$104,760	\$63,098	\$57,492	\$57,492	\$10,776
TOTAL	\$2,543,084	\$2,500,000	\$3,000,000	\$2,000,000	\$2,500,000	\$2,500,000	\$10,000,000

Operating Description: No additional O and M is needed for this project.

Project: 61015 - Outer Loop Effluent Line (R) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate and recommend rehabilitation requirements of the effluent transmission line from the Arrowhead Ranch Water Reclamation Facility (ARWRF) .

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$15,600	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$29,400	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$650,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61048 - City Wide Well Rehab (R) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate existing groundwater wells and rehabilitate and improve the equipment to maintain high water quality and delivery service to meet the demand within the water distribution system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$350,000	\$300,000	\$0	\$0	\$0	\$0
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,100,000	\$1,500,000	\$400,000	\$0	\$0	\$0
Construction	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$26,825	\$33,300	\$7,400	\$0	\$0	\$0
Engineering Charges	\$17,200	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$11,000	\$15,000	\$4,000	\$0	\$0	\$0
Contingency	\$75,300	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$312,175	\$151,700	\$88,600	\$0	\$0	\$0
TOTAL	\$500,000	\$1,800,000	\$2,000,000	\$500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 61019 - Storage and Recovery Well (N) **Funding Source:** Water & Sewer Revenues

Project Description: Install groundwater recharge and recovery wells for the purpose of recharging effluent from the Arrowhead Water Reclamation Facility for "recovering" recharge water credits.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$675,000	\$25,000	\$900,000
Construction	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$2,800,000
Engineering Charges	\$0	\$0	\$0	\$0	\$9,049	\$33,850	\$49,601
Arts	\$0	\$0	\$0	\$0	\$0	\$25,000	\$28,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$15,951	\$116,150	\$122,399
TOTAL	\$0	\$0	\$0	\$0	\$700,000	\$2,700,000	\$3,900,000

Operating Description:

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$338,310
Utilities	\$0	\$0	\$0	\$0	\$0	\$241,650
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$108,740



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61027 - Water Line Extension (N) **Funding Source:** Water & Sewer Revenues

Project Description: Water line extensions are installed where needed to extend the city's water transmission and distribution systems to meet projected demand from future development. Projects funded from this account typically involve city participation in pipeline over sizing and other distribution piping extensions as needed to accommodate projected growth.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$290,000	\$100,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$1,029	\$5,971	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$8,971	\$34,029	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0
TOTAL	\$0	\$0	\$0	\$300,000	\$1,150,000	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 61038 - Loop 101 Water Treatment Plant (N) **Funding Source:** Water & Sewer Revenues

Project Description: Land for the Loop 101 water treatment plant was purchased in FY 2009 with payments from FY 2009 through FY 2013. The design and construction of the new plant has been deferred beyond FY 2022 due to reduced growth estimates.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$148,225
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$43,023,225

Operating Description: A supplemental will be submitted once the project is completed.

Project: 61051 - Accrual of Long-term Water Sto (N) **Funding Source:** Water & Sewer Revenues

Project Description: Utilize Groundwater Saving Facility and Central Arizona Project agreements to accrue long-term water storage credits. Purchase of recharge water for accrual of long-term water storage credits. The goal is to accrue 25,000 acre feet by 2025.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed at this time.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61052 - Recharge Storage Assessment (N) **Funding Source:** Water & Sewer Revenues

Project Description: Assessment of additional aquifer recharge capacity options and related hydrologic analyses required for obtaining required regulatory approvals and permits. Construct recharge infrastructure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$186,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,300,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,375	\$35,750	\$0	\$0	\$0	\$0
Engineering Charges	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$13,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$37,625	\$151,250	\$0	\$0	\$0	\$0
TOTAL	\$187,000	\$500,000	\$1,500,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 61056 - White Mtn Apache Water Rights (N) **Funding Source:** Water & Sewer Revenues

Project Description: Acquire and develop renewable water supplies to increase the city's designation of assured water supply. Council approved on February 24, 2009, the White Mountain Apache Tribe (WMAT) Water Rights Settlement Agreement. On February 12, 2013, Council approved the Amended and Restated WMAT Water Quantification Agreement. These actions will result in settlement costs to receive up to 2,363 acre-feet of Central Arizona Project (CAP) water per year through a 100-year lease with WMAT and the U.S. Bureau of Reclamation.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$6,690,580	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$6,690,580	\$0	\$0	\$0	\$0

Operating Description:

Project: 61058* - Pyramid Peak WTP 54MGD Expan (N) **Funding Source:** Water & Sewer Revenues

Project Description: Expand plant treatment capacity to 54 Million Gallons per Day to meet city of Peoria future demand. City of Peoria will fund 100% of all design, construction, and administration costs. Expansion to coincide with other plant improvements. The construction and cash flow period to continue over the next three years..

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$7,500,000	\$1,252,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$37,510,000	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$224,716	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$28,875	\$149,234	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$375,100	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$246,409	\$3,551,666	\$0	\$0	\$0	\$0
TOTAL	\$0	\$8,000,000	\$42,838,000	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61059* - Zone 3 Groundwater Wells (N) **Funding Source:** Water & Sewer Revenues

Project Description: Study and recommend possible groundwater wells in pressure zone 3. Then construct well sites and connection to distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$3,300,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$66,600
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200,000

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2420-Sewer **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
63006 Arrowhead Sewer Lines	654,900	350,000	1,000,000	5,000,000	0	0	0
63010 91st Ave. Construction	0	1,023,000	710,000	528,000	500,000	500,000	2,500,000
T3613 Lift Station Recond. Program	0	500,000	500,000	500,000	0	0	2,000,000
<i>Replacement of Existing Assets</i>							
63003 99th Ave Interceptor Line	0	1,100,000	0	0	0	0	0
63016 Sewer Line Replacement	2,355,695	4,900,000	0	1,500,000	1,000,000	4,000,000	6,000,000
63024 Citywide Manhole Rehab	723,651	650,000	650,000	650,000	650,000	650,000	3,250,000
63026 Arrowhead Sewer Lines-phase 2	0	0	0	0	1,100,000	4,550,000	0
63027 Arrowhead Sewer Lines-phase 3	0	0	0	0	0	0	6,650,000
Sub-Total - Existing Assets	3,734,246	8,523,000	2,860,000	8,178,000	3,250,000	9,700,000	20,400,000
New Assets							
0							
63008 Sewers for Areas on Septic Sys	0	50,000	0	0	0	0	0
63017 Sewer Line Extension	0	0	600,000	1,400,000	0	0	0
63028 *95th Avenue Sewer Imprv	0	0	0	0	300,000	2,500,000	0
63029 *Sewer vactor truck	0	0	0	400,000	0	0	800,000
T3611 Glendale Ave 93rd-99th Ave	0	0	0	0	0	0	3,500,000
Sub-Total - New Assets	0	50,000	600,000	1,800,000	300,000	2,500,000	4,300,000
Total Project Expenses:	\$3,734,246	\$8,573,000	\$3,460,000	\$9,978,000	\$3,550,000	\$12,200,000	\$24,700,000
Total FY 2017 Funding:		\$12,307,246					

PROJECT DETAIL: 2420-Sewer **Category: Revenue**

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63006 - Arrowhead Sewer Lines (I) **Funding Source:** Water & Sewer Revenues

Project Description: To rehabilitate various wastewater collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report completed by Damon Williams and Associates. Phase 1 - from 79th Ave under loop 101 to ARWRF. The project is in three phases. This is phase 1.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$300,000	\$750,000	\$0	\$0	\$0	\$0
Design	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$254,900	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$4,800,000	\$0	\$0	\$0
Finance Charges	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$60,125	\$0	\$0	\$0	\$0
Engineering Charges	\$19,276	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,744	\$11,859	\$75,897	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$48,000	\$0	\$0	\$0
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$23,224	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$45,256	\$178,016	\$76,103	\$0	\$0	\$0
TOTAL	\$654,900	\$350,000	\$1,000,000	\$5,000,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 63010 - 91st Ave. Construction (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improvements to the regional 91st Ave Wastewater Treatment Plant (WWTP) of which Glendale is part owner as a member of the Sub-Regional Operating Group (SROG). SROG consists of Glendale, Mesa, Phoenix, Tempe and Scottsdale.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$1,023,000	\$710,000	\$528,000	\$500,000	\$500,000	\$2,500,000
TOTAL	\$0	\$1,023,000	\$710,000	\$528,000	\$500,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed for this project.

Project: T3613 - Lift Station Recond. Program (I) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate condition, design, and construct improvements to lift stations and related force mains. These facilities operate in a harsh environment, resulting in the need to create a program that will periodically rehabilitate and improve operations.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction	\$0	\$0	\$400,000	\$400,000	\$0	\$0	\$1,300,000
Engineering Charges	\$0	\$7,586	\$7,586	\$7,586	\$0	\$0	\$32,241
Arts	\$0	\$0	\$4,000	\$4,000	\$0	\$0	\$13,000
Miscellaneous/Other	\$0	\$92,414	\$88,414	\$88,414	\$0	\$0	\$254,759
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$0	\$0	\$2,000,000

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63003 - 99th Ave Interceptor Line (R) **Funding Source:** Water & Sewer Revenues

Project Description: Rehabilitate portions of the interceptor and related manholes as determined by the Sewer Condition Assessment Study conducted by Project Engineering Consultants. The 99th Avenue interceptor line is the final collector to deliver influent to the 91st Avenue Wastewater Treatment Plant. Glendale owns 70% equity in the line. Additionally, sampling station GL02 will be rehabilitated.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

Project: 63016 - Sewer Line Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to replace and rehabilitate sanitary sewer lines ranging in size from 8" to 27" and manholes as identified by the Sewer Evaluation Study prepared by HDR and Camp, Dresser and McKee (CDM) Engineers. Project will be completed in annual phases with priority to critical areas first.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$130,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$350,000	\$0	\$400,000	\$45,000	\$900,000	\$1,100,000
Construction	\$2,128,734	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$4,400,000	\$0	\$1,000,000	\$900,000	\$3,000,000	\$4,700,000
Finance Charges	\$34,352	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$19,000	\$0	\$7,000	\$4,800	\$20,000	\$29,000
Engineering Charges	\$44,809	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,525	\$0	\$9,586	\$6,471	\$26,704	\$39,714
Arts	\$0	\$44,000	\$0	\$10,000	\$9,000	\$30,000	\$47,000
Arts	\$17,800	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$54,475	\$0	\$73,414	\$34,729	\$23,296	\$84,286
TOTAL	\$2,355,695	\$4,900,000	\$0	\$1,500,000	\$1,000,000	\$4,000,000	\$6,000,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63024 - Citywide Manhole Rehab (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to rehabilitate existing sewer manholes located throughout the city based on the Sewer Master Plan in annual phases.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Design	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$547,859	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Finance Charges	\$0	\$7,820	\$7,820	\$7,820	\$7,820	\$7,820	\$39,100
Finance Charges	\$15,640	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$17,631	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Arts	\$14,591	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Contingency	\$52,930	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$52,930	\$52,930	\$52,930	\$52,930	\$52,930	\$264,650
TOTAL	\$723,651	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000

Operating Description: No additional O and M is needed for this project.

Project: 63026 - Arrowhead Sewer Lines-phase 2 (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replace or rehabilitate various sewer collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report by Damon Williams and Associates. Phase 2 - in Union Hills road from 67th Avenue to 79th Avenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$4,200,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$17,788	\$74,712	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$42,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$82,212	\$233,288	\$0
TOTAL	\$0	\$0	\$0	\$0	\$1,100,000	\$4,550,000	\$0

Operating Description:



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63027 - Arrowhead Sewer Lines-phase 3 (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replace or rehabilitate various sewer collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report by Damon Williams and Associates. Phase 3 - in 67th Avenue from Union Hills to Utopia.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$990,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$6,650,000

Operating Description:

Project: 63008 - Sewers for Areas on Septic Sys (N) **Funding Source:** Water & Sewer Revenues

Project Description: This project installs sewers in the areas currently on septic systems. This is residential customer driven in which a residential group (subdivision, neighborhood, street, etc.) must request that their area be connected to the city sewer system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$9,730	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,920	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$350	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 63017 - Sewer Line Extension (N) **Funding Source:** Water & Sewer Revenues

Project Description: Extend the sewer line from 95th Avenue to the west. Includes oversizing the sewer line and lift station.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$600,000	\$1,400,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$600,000	\$1,400,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63028* - 95th Avenue Sewer Imprv (N) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct parallel 18" sewer line along 95th Ave from Glendale road to the south to tie into the existing 24" line.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$285,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$2,400,000	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$1,500	\$12,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$5,838	\$49,162	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$24,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$7,662	\$14,838	\$0
TOTAL	\$0	\$0	\$0	\$0	\$300,000	\$2,500,000	\$0

Operating Description:

Project: 63029* - Sewer vacator truck (N) **Funding Source:** Water & Sewer Revenues

Project Description: Purchase sewer line cleaner (vacator) truck. Department operates with three such trucks. The oldest entered service in 2005 and has been reconditioned once. This is funding to replace the first one. The other two are scheduled in future years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$400,000	\$0	\$0	\$800,000
TOTAL	\$0	\$0	\$0	\$400,000	\$0	\$0	\$800,000

Operating Description:

Project: T3611 - Glendale Ave 93rd-99th Ave (N) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct a parallel relief sewer line on Glendale Avenue from 93rd to 99th Avenue as growth occurs in the area.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$420,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2210-Transportation Construction **Category: Transportation**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
65005 Smart Traffic Signals	353,000	329,850	0	528,318	0	0	0
65006 Bus Pullouts	0	0	0	327,175	335,223	343,369	1,841,663
65016 Northern Parkway	0	666,247	666,247	666,247	666,247	666,247	5,557,465
65022 Transp. Prog. Engr. Consultant	0	255,250	261,350	270,687	276,642	281,116	1,507,770
65023 *59th Avenue Improvements	0	0	0	0	0	0	36,612,157
65042 *51st Ave & Bell Rd	0	0	0	0	0	0	1,440,153
65051 *59th Avenue Safety	0	0	0	0	0	0	5,416,547
65069 Glendale Transportation Plan	0	0	0	0	0	0	890,936
65078 Airport Matching Funds	783,585	256,694	51,716	141,539	92,271	14,067	0
65089 Pavement Management	2,589,039	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
65096 *59th Ave & Olive Ave Safety	0	0	454,564	0	0	0	0
<i>Replacement of Existing Assets</i>							
65014 Transit Support Capital	0	54,160	58,900	9,900	0	0	78,825
65083 Speed Cushions	0	140,000	140,000	0	0	0	0
Sub-Total - Existing Assets	3,725,624	3,702,201	3,632,777	3,943,866	3,370,383	3,304,799	63,345,516
New Assets							
0							
65017 Light Rail Design/Construction	0	0	0	0	0	231,363	101,408,286
65030 Multi-Use Pathway Grand Canal	100,000	0	0	0	0	0	0
65063 New River - Multi-use Pathway	1,606,806	0	0	0	0	0	0
65080 Bell/101 Park&Ride/Transit Ctr	1,277,975	0	0	0	0	0	0
65091 Airport RPZ Acquisition	0	1,850,000	1,850,000	1,850,000	0	0	0
65097 New River North Shareduse Path	0	0	247,431	0	0	0	0
65098 Widen 55th Ave for bike lanes	74,744	252,765	0	0	0	0	0
65099 Neighborhood Pathways Connect	30,000	0	234,456	0	0	0	0
65100 *Transit Study - Light Rail	0	1,000,000	0	0	0	0	0
65101 *Sidewalk and Curb Improvements	0	136,900	186,271	124,866	155,699	0	0
Sub-Total - New Assets	3,089,525	3,239,665	2,518,158	1,974,866	155,699	231,363	101,408,286
Total Project Expenses:	\$6,815,149	\$6,941,866	\$6,150,935	\$5,918,732	\$3,526,082	\$3,536,162	\$164,753,802
Total FY 2017 Funding:	\$13,757,015						

PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65005 - Smart Traffic Signals (I) **Funding Source:** Half Cent Sales Tax

Project Description: These funds provide local match for three approved federally funded Intelligent Transportation Systems (ITS) projects. Overall, a smart traffic signal system will be implemented that includes communications infrastructure, traffic cameras, message signs, and networking equipment to make the traffic signal system more responsive.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$353,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$329,850	\$0	\$528,318	\$0	\$0	\$0
TOTAL	\$353,000	\$329,850	\$0	\$528,318	\$0	\$0	\$0

Operating Description: O and M costs associated with electricity for new signal heads, cameras and communication equipment as well as maintenance of fiber optic connections. O and M for this project will be identified once federal funds have been secured and the scope of the project is available.

Project: 65006 - Bus Pullouts (I) **Funding Source:** Half Cent Sales Tax

Project Description: Bus pullouts to relieve congestion, improve air quality, and provide traffic and pedestrian safety. Bus pullouts will be constructed at major intersections where there are new bus routes and extensions of existing bus routes.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$327,175	\$335,223	\$343,369	\$1,841,663
TOTAL	\$0	\$0	\$0	\$327,175	\$335,223	\$343,369	\$1,841,663

Operating Description: No additional O and M is needed.

Project: 65016 - Northern Parkway (I) **Funding Source:** Half Cent Sales Tax

Project Description: Northern Parkway is envisioned to be a 12.5-mile partial access controlled roadway between Sarival and Grand Avenues. The current funded phase of the project is between Sarival and 91st Avenues and is targeted for completion in FY 2026. This \$320 million project generally includes construction of four through lanes as well as grade separations on the western portion of the project and intersection improvements on the eastern portion. Costs for the project are shared between the region at 70% (\$237 million) and local agencies at 30%. Local partners include Maricopa County, Peoria, and El Mirage. Per intergovernmental agreement, Glendale's portion of local funding is \$37.9 million. To date Glendale has expended approximately \$31.8 million towards this project. Remaining funds will cover design and construction match as well as right-of-way acquisition opportunities during the private development process for adjacent parcels.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$666,247	\$666,247	\$666,247	\$666,247	\$666,247	\$5,557,465
TOTAL	\$0	\$666,247	\$666,247	\$666,247	\$666,247	\$666,247	\$5,557,465

Operating Description: O and M costs are for landscape, water, electrical and other maintenance based on current design. Supplemental budget requests will be made when each project phase is close to completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Utilities	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	\$0	\$0	\$0	\$0	\$0	\$0

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65022 - Transp. Prog. Engr. Consultant (I) **Funding Source:** Half Cent Sales Tax

Project Description: Professional engineering for preparation of design concepts and administration of right-of-way purchase for roadway, bicycle, pedestrian and transit projects. Providing professional engineering recommendations on capital projects and operations and maintenance of completed projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$255,250	\$261,350	\$270,687	\$276,642	\$281,116	\$1,507,770
TOTAL	\$0	\$255,250	\$261,350	\$270,687	\$276,642	\$281,116	\$1,507,770

Operating Description: No additional O and M is needed.

Project: 65023* - 59th Avenue Improvements (I) **Funding Source:** Half Cent Sales Tax

Project Description: Eight segments from Glendale Avenue to Loop 101 along 59th Avenue to improve traffic conditions. Improvements include elimination of lanes drops, addition of turn lanes, selected widening, installation of medians, landscaping, and addition of bus bays.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750,000
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$29,000,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$125,125
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$290,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,947,032
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$36,612,157

Operating Description: O & M impact will be identified during the design phase of the project in FY 2025 CIP. Supplemental budget requests, if any, will be made during the FY 2027 budget process.

Project: 65042* - 51st Ave & Bell Rd (I) **Funding Source:** Half Cent Sales Tax

Project Description: Intersection improvements including landscaping and a eastbound right turn lane on Bell Road.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$36,153
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,440,153

Operating Description: Minimal amount of O & M impact is anticipated due to this project. O & M cost estimates developed during the design of the project will be used to identify supplemental budget needs.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65051* - 59th Avenue Safety (I) **Funding Source:** Half Cent Sales Tax

Project Description: 59th Avenue intersections improvement at Bethany Home and Camelback roads. Improvements include addition of turn lanes, medians, landscaping, pullouts and shelters at bus stops.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$812,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$219,547
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,416,547

Operating Description: Minimal amount of O & M impact is anticipated due to this project. O & M cost estimates developed during the design of the project will be used to identify supplemental budget needs.

Project: 65069 - Glendale Transportation Plan (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project will update the 2009 City of Glendale Transportation Plan. This Plan will include elements that address roadways, transit, bicycle, pedestrian, Transportation System Management, and include public involvement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$13,364
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$877,572
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$890,936

Operating Description: This Plan update does not require O and M funding.

Project: 65078 - Airport Matching Funds (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project provides matching funds for Glendale Airport projects as identified in the Airport Capital Improvement Program. Funding covers local match for all airport capital costs. Refer to the Airport Capital Fund 2120 for detailed information related to the airport projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$15,645	\$0	\$0	\$0	\$13,410	\$0
Construction	\$783,585	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$226,895	\$48,835	\$133,653	\$87,131	\$0	\$0
Engineering Charges	\$0	\$11,885	\$2,393	\$6,549	\$4,269	\$657	\$0
Arts	\$0	\$2,269	\$488	\$1,337	\$871	\$0	\$0
TOTAL	\$783,585	\$256,694	\$51,716	\$141,539	\$92,271	\$14,067	\$0

Operating Description: This project provides local match funds for airport capital projects. Refer to the Airport Capital Fund 2120 projects for O and M impact.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65089 - Pavement Management (I) **Funding Source:** Half Cent Sales Tax

Project Description: Project provides for street pavement maintenance. Specific activities included in this project are: surface preparation, repairs and treatments, milling and asphalt overlays as needed.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$2,589,039	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$9,560,230
Engineering Charges	\$0	\$17,208	\$17,208	\$17,208	\$17,208	\$17,208	\$86,042
Arts	\$0	\$19,120	\$19,120	\$19,120	\$19,120	\$19,120	\$95,602
Contingency	\$0	\$51,626	\$51,626	\$51,626	\$51,626	\$51,626	\$258,126
TOTAL	\$2,589,039	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

Operating Description: No additional O and M is needed for this project.

Project: 65096* - 59th Ave & Olive Ave Safety (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project includes the local match necessary to acquire right-of-way and construct intersection safety improvements at the 59th and Olive avenues intersection. Improvements include installation of center medians and street lights, along with reconfiguration of the eastbound and westbound bus bays, traffic signal modifications, and sidewalk enhancements. Federal safety funds in the amount of \$1,495,528 are available for this portion of the project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$454,564	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$454,564	\$0	\$0	\$0	\$0

Operating Description: This project is to make safety enhancements to the existing intersection. No additional O and M is anticipated based on current information.

Project: 65014 - Transit Support Capital (R) **Funding Source:** Half Cent Sales Tax

Project Description: To continue delivery of transit services, the replacement of capital items are needed, including computer equipment, support vehicles and radio systems.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$54,160	\$58,900	\$9,900	\$0	\$0	\$78,825
TOTAL	\$0	\$54,160	\$58,900	\$9,900	\$0	\$0	\$78,825

Operating Description: No additional O and M is required for this project. This is a replacement project and is not anticipated to generate new O and M costs.

Project: 65083 - Speed Cushions (R) **Funding Source:** Half Cent Sales Tax

Project Description: This project will remove and replace existing modified speed humps with speed cushions and add mitigation devices where warranted. Replacing modified speed humps and constructing new mitigation devices will help address the current backlog of neighborhoods qualifying for traffic mitigation.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$140,000	\$140,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$140,000	\$140,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65017 - Light Rail Design/Construction (N) **Funding Source:** Half Cent Sales Tax

Project Description: Project development, design, right-of-way acquisition, utility relocation, construction, and acquisition of light rail vehicles for a light rail facility to be located on an alignment to be determined. Federal and regional funds will fund 71% of the project. Current cost estimates are based on regional plans prepared by Valley Metro.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$1,498,645
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$231,363	\$99,909,641
TOTAL	\$0	\$0	\$0	\$0	\$0	\$231,363	\$101,408,286

Operating Description: A supplemental budget request will be submitted once the project is near completion in FY 2026.

Project: 65030 - Multi-Use Pathway Grand Canal (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to construct a 1.3 mile long multiuse path from just east of the Loop 101 Freeway to New River. The project will provide a safe and convenient, off-street facility for bicyclists and pedestrians that extends the existing Grand Canal Linear Park path to the future New River pathway. Additional federal funds have also been awarded towards this project. Capital costs include local funds to match \$632,222 in federal funds available towards this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M associated with the maintenance a 30 foot wide landscaped area along a 6,300 foot long multiuse pathway. A supplemental budget request will be submitted once the project is near completion.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Utilities	\$194,670	\$200,510	\$206,530	\$212,720	\$0	\$1,163,250
Landscape	\$233,600	\$240,610	\$247,830	\$255,270	\$0	\$1,395,900

Project: 65063 - New River - Multi-use Pathway (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to construct a multiuse path from the Bethany Home Road alignment to Northern Avenue. The project will provide a safe and convenient off-street facility for bicyclists and pedestrians that is part of the regional West Valley Rivers Multimodal Corridor Master Plan. This project has \$2,946,039 in federal funds towards construction costs.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$1,606,806	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,606,806	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M associated with 8 foot wide landscaped area along a 12,200 foot long multiuse pathway. A supplemental budget request will be made when the project is close to completion.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Utilities	\$100,530	\$103,540	\$106,650	\$109,850	\$0	\$600,700
Landscape	\$120,630	\$124,250	\$127,980	\$131,820	\$0	\$720,840

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65080 - Bell/101 Park&Ride/Transit Ctr (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project will construct a transit center and a park-and-ride facility in the Bell Rd and Loop 101 area to serve the needs of transit passengers from multiple bus routes including express service. Federal funds have been secured for this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$1,277,975	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,277,975	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: There are no direct O and M costs to the City of Glendale related to this project. The facility will be maintained by other parties.

Project: 65091 - Airport RPZ Acquisition (N) **Funding Source:** Half Cent Sales Tax

Project Description: Acquire land north of Runway 19 and provide perimeter fencing around new Airport property. ADOT will fund a portion of this land acquisition.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$0	\$0
TOTAL	\$0	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$0	\$0

Operating Description: No additional O and M is anticipated due to this project.

Project: 65097 - New River North Shareduse Path (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to design and provide local match funds towards construction of a federally funded shared use pathway. This project is for a bicycle and pedestrian friendly pathway along the east bank of New River from Hillcrest Boulevard to approximately 1/4-mile north. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$330,850 has been secured towards construction of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$247,431	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$247,431	\$0	\$0	\$0	\$0

Operating Description: O and M associated with 20,000 sq ft of landscape identified currently, which could change depending on design options.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Utilities	\$0	\$20,000	\$20,600	\$21,220	\$0	\$116,030
Landscape	\$0	\$24,000	\$24,720	\$25,460	\$0	\$139,230



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65098 - Widen 55th Ave for bike lanes (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to design and provide local match funds towards construction of a federally funded widening of 55th Avenue to accommodate curb, gutter, sidewalk and bike lanes. This project is to widen 55th Avenue on the west side south of Cactus Road for about 622 ft. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$159,266 has been secured towards construction of this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$104,837	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$3,710	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$71,034	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$127,928	\$0	\$0	\$0	\$0	\$0
TOTAL	\$74,744	\$252,765	\$0	\$0	\$0	\$0	\$0

Operating Description: There is no additional O and M anticipated due to this project.

Project: 65099 - Neighborhood Pathways Connect (N) **Funding Source:** Half Cent Sales Tax

Project Description: This pathway project provides for design and local match towards construction of connections from Thunderbird Paseo pathway and Skunk Creek pathway to neighborhoods. The project is to provide connections from the Thunderbird Paseo Pathway to neighborhoods at Sweetwater Avenue, Hearn Road, and 71st Avenue. In addition, this project also provides connection from Skunk Creek pathway to the neighborhood at 64th Drive. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$107,832 has been secured towards construction of this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Contingency	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$234,456	\$0	\$0	\$0	\$0
TOTAL	\$30,000	\$0	\$234,456	\$0	\$0	\$0	\$0

Operating Description: O and M associated with approximately 1,000 sq ft of additional landscape maintenance and irrigation.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Utilities	\$0	\$1,000	\$1,030	\$1,060	\$0	\$5,800
Landscape	\$0	\$1,200	\$1,240	\$1,270	\$0	\$6,960

Project: 65100* - Transit Study - Light Rail (N) **Funding Source:** Half Cent Sales Tax

Project Description: This is a light rail or other high capacity transit feasibility study. The study will look into the potential and identify alternatives on providing a high capacity transit connection between Downtown Glendale and the Loop 101 area of west Glendale. The connection would be between potential light rail in Downtown and high activity centers in west Glendale.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0

Operating Description: This is a study project, which will not create O & M costs.



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65101* - Sidewalk and Curb Improvements (N) **Funding Source:** Half Cent Sales Tax

Project Description: Installation of new sidewalk and ADA ramps along the north side of Camelback Road to fill in pedestrian facility gaps between 79th Avenue and 83rd Avenue. Installation of new sidewalk and ADA ramps along the north side of Paradise Lane to fill in pedestrian facility gaps between 55th Avenue and 59th Avenue. Installation of curb, gutter, and sidewalks, along east and west side of 67th Avenue between Glendale and Orangewood avenues. Installation of curb, gutter, and sidewalks, along north and south side of Orangewood Avenue between 67th and Grand avenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0
Design	\$0	\$100,000	\$100,000	\$52,000	\$0	\$0	\$0
Construction	\$0	\$0	\$42,844	\$30,990	\$147,025	\$0	\$0
Engineering Charges	\$0	\$4,900	\$6,999	\$4,066	\$7,204	\$0	\$0
Arts	\$0	\$0	\$428	\$310	\$1,470	\$0	\$0
Equipment	\$0	\$2,000	\$6,000	\$1,500	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$30,000	\$30,000	\$30,000	\$0	\$0	\$0
TOTAL	\$0	\$136,900	\$186,271	\$124,866	\$155,699	\$0	\$0

Operating Description: Installation of missing curb, gutter, and sidewalk along existing roadways.



FUND SUMMARY: 2000-HURF/Street Bonds **Category: HURF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
68917 Pavement Management-HURF	13,788,329	7,007,373	4,307,373	3,257,128	3,257,128	3,057,128	16,285,640
68920 *Street Lighting ROAM Upgrade	0	0	1,584,000	0	0	0	0
Sub-Total - Existing Assets	13,788,329	7,007,373	5,891,373	3,257,128	3,257,128	3,057,128	16,285,640
New Assets							
0							
68918 Infill Lighting Program	0	242,872	242,872	242,872	242,872	242,872	1,377,095
68919 *Street Lighting LED Conversion	0	0	0	0	0	0	5,730,000
Sub-Total - New Assets	0	242,872	242,872	242,872	242,872	242,872	7,107,095
Total Project Expenses:	\$13,788,329	\$7,250,245	\$6,134,245	\$3,500,000	\$3,500,000	\$3,300,000	\$23,392,735
Total FY 2017 Funding:	\$21,038,574						

PROJECT DETAIL: 2000-HURF/Street Bonds **Category: HURF**

Project: 68917 - Pavement Management-HURF (I) **Funding Source:** HURF Bonds

Project Description: Project provides for street pavement maintenance and reconstruction work as identified in the Annual Pavement Management Program. The annual program is funded by Highway User Revenue Fund (HURF) bonds through this project #2000-68917, and by Transportation Half Cent Sales Tax through project #2210-65089. Street maintenance and rehabilitation is necessary to maximize the life of the city's residential, collector, and arterial street network. Streets are selected and scheduled annually within the available funding. Specific activities included in this project are: surface preparation, repairs and treatments, and milling and asphalt overlays a needed throughout the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$13,788,329	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$6,850,000	\$4,150,000	\$3,099,755	\$3,099,755	\$2,899,755	\$15,498,775
Finance Charges	\$0	\$57,500	\$57,500	\$57,500	\$57,500	\$57,500	\$287,500
Engineering Charges	\$0	\$26,373	\$26,373	\$26,373	\$26,373	\$26,373	\$131,865
Arts	\$0	\$68,500	\$68,500	\$68,500	\$68,500	\$68,500	\$342,500
Miscellaneous/Other	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
TOTAL	\$13,788,329	\$7,007,373	\$4,307,373	\$3,257,128	\$3,257,128	\$3,057,128	\$16,285,640

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 2000-HURF/Street Bonds **Category: HURF**

Project: 68920* - Street Lighting ROAM Upgrade (I) **Funding Source:** HURF Bonds

Project Description: The streetlight monitoring contract with ROAM (Remote Operations Asset Management) has allowed the city to improve the performance of the street lighting program while reducing staff and routinely maintaining streetlight outages at less than one percent. Technological changes require 17,000 monitoring photocells supplied exclusively through ROAM to be replaced with upgraded photocells.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$54,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,584,000	\$0	\$0	\$0	\$0

Operating Description: The annually expenses of \$25,000 will cover the cost increase of \$.0.10 per node. (20,500 nodes).

Project: 68918 - Infill Lighting Program (N) **Funding Source:** HURF Bonds

Project Description: This project installs additional street lighting in areas determined to be inadequate due to a spacing of 350 feet or greater. Infill street lighting requests are initiated by residents or staff and requires approval of affected residents.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,270,630
Finance Charges	\$0	\$3,731	\$3,731	\$3,731	\$3,731	\$3,731	\$55,965
Engineering Charges	\$0	\$6,841	\$6,841	\$6,841	\$6,841	\$6,841	\$37,794
Arts	\$0	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$12,706
TOTAL	\$0	\$242,872	\$242,872	\$242,872	\$242,872	\$242,872	\$1,377,095

Operating Description: O and M identified provides for up to 22 requested street light installations per year. Expenses cover electricity and maintenance for a light at \$125 per year, including monitoring.

Project: 68919* - Street Lighting LED Conversion (N) **Funding Source:** HURF Bonds

Project Description: LED (Light Emitting Diode) streetlights are more energy efficient than the city's current HPS (High Pressure Sodium) lights and are shown to have a longer service life. There are 19,000 streetlights that require replacement. The benefit of replacing street lights with LED technology include the reduction of electricity and maintenance costs, projected to be approximately \$550,000 annually.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,730,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,730,000

Operating Description:



FUND SUMMARY: 1650-Transportation Grants **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrover</u>	<u>New Funding</u>					
New Assets							
<i>0</i>							
67505 CIP Transport. Grant Reserve	0	150,000	0	0	0	0	0
67537 FTA X006 Predesign ArrowheadTC	143,837	0	0	0	0	0	0
67538 FTA 0203 Design ArrowheadTC	1,052,874	0	0	0	0	0	0
67552 FTA AZ-57-X016 New Freedom	124,585	0	0	0	0	0	0
67553 FTA AZ-90-X114	454,386	0	0	0	0	0	0
67556 FTA AZ 90-X124	420,180	0	0	0	0	0	0
67559 Park-and-Ride Land Acquisition	4,318,923	0	0	0	0	0	0
67560 Transit Construct-Park & Ride	8,478,223	0	0	0	0	0	0
Sub-Total - New Assets	14,993,008	150,000	0	0	0	0	0
Total Project Expenses:	\$14,993,008	\$150,000	\$0	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$15,143,008					

PROJECT DETAIL: 1650-Transportation Grants **Category: Other**

Project: 67505 - CIP Transport. Grant Reserve (N) **Funding Source:** Grants

Project Description: This represents reserve appropriation for unanticipated transportation related grant opportunities that may arise during the fiscal year.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

Project: 67537 - FTA X006 Predesign ArrowheadTC (N) **Funding Source:** Grants

Project Description: North Glendale is currently served by multiple transit routes including two express routes, and three local routes. These routes provide regional service to the northwest valley. Many of the routes start/end in the area of Loop 101 and Bell Road. This project will provide the predesign for a centralized facility for routes serving the area to provide transit patron parking, and to promote improved bus flow and accessibility for patrons using the routes serving the area. This project is funded with \$635,896 FTA funds received in FY 2011.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$143,837	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$143,837	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M costs identified are for both park-and-ride and transit center. \$10,000 for maintenance of river bottom and \$14,500 for maintenance of transit center pavement.



PROJECT DETAIL: 1650-Transportation Grants

Category: Other

Project: 67538 - FTA 0203 Design ArrowheadTC (N)

Funding Source:

Grants

Project Description:

North Glendale is currently served by multiple transit routes, including two express routes and three local routes. These routes provide regional service to the northwest valley. Many of the routes start/end in the area of Loop 101 and Bell Road. This project will provide the design for a centralized facility for routes serving the area to provide transit patron parking and to promote improved bus flow and accessibility for patrons using the routes serving the area. This project is funded with \$840,366 FTA funds received in FY 2012.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$718,348	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$334,526	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,052,874	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

O and M costs identified are for both park-and-ride and transit center. \$10,000 for maintenance of river bottom and \$14,500 for maintenance of transit center pavement.

Project: 67552 - FTA AZ-57-X016 New Freedom (N)

Funding Source:

Grants

Project Description:

This project includes bus stop accessibility and taxi voucher program assistance. The bus stop accessibility project includes solar lights at bus stops that need to be repaired and bringing existing ADA non-compliant stops into compliance. The project also will pay for some of the City's existing taxi subsidy program costs. The taxi subsidy program pays for a part of an individual's transportation costs with medical needs when utilizing the identified vendor. A \$286,500 federal New Freedoms grant pays for this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$124,585	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$124,585	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project.

Project: 67553 - FTA AZ-90-X114 (N)

Funding Source:

Grants

Project Description:

This project includes four replacement buses and associated maintenance for transit services in Glendale. Glendale Urban Shuttle will get two replacement buses and the other two buses will replace existing Dial-A-Ride buses. Federal funds in the amount of \$756,886 and regional sales tax funds in the amount of \$80,000 will pay for this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$454,386	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$454,386	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project. These are replacement buses that are currently being maintained.



PROJECT DETAIL: 1650-Transportation Grants **Category: Other**

Project: 67556 - FTA AZ 90-X124 (N) **Funding Source:** Grants

Project Description: Federal Transit Administration (FTA) grant funding for acquisition of replacement transit buses. Savings generated after the acquisition of buses will be applied towards the north Glendale (to be located in the general vicinity of Loop 101/Union Hills Dr) park-and-ride project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$216,056	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$204,124	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$420,180	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O & M funds needed. The project replaces existing buses that are being maintained.

Project: 67559 - Park-and-Ride Land Acquisition (N) **Funding Source:** Grants

Project Description: Acquisition of land for the construction of a park-and-ride lot in the vicinity of Loop 101 & Union Hills Drive. The site is located on the west side of Loop 101 between Union Hills Drive and Beardsley Road. This acquisition will proceed once Federal Transit Administration (FTA) approval is received. The project funding includes \$3,514,570 from FTA and \$804,353 in regional transit funds.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$4,318,923	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,318,923	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: There is no staffing planned for this park-and-ride location. There will be O and M costs associated with the construction project.

Project: 67560 - Transit Construct-Park & Ride (N) **Funding Source:** Grants

Project Description: This project is to construct a park-and-ride lot and a transit center in north Glendale. The site selected for the park-and-ride lot is located on the west side of Loop 101 between Union Hills Drive and Beardsley Road. The transit center related construction improvements will be done near the north side of the Arrowhead Mall.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$8,275,468	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$82,755	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,478,223	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: The O and M costs for this project will be developed once the project design starts in FY 2015. This information will be provided as soon as it becomes available. The O and M request will be included in the Transportation sales tax funded Program.



FUND SUMMARY: 2480-Sanitation **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Replacement of Existing Assets</i>							
78001 Rolloff Trucks-Commercial	0	0	0	0	182,741	0	186,672
78002 Frontload Trucks-Commercial	442,306	0	291,174	294,389	404,437	300,619	1,552,030
78003 Sideload Trucks-Residential	1,619,181	0	830,154	1,323,884	1,130,680	857,082	5,604,931
78004 Loose Trash Equip.-Residential	0	343,814	604,070	518,646	354,959	358,763	2,669,920
78005 Repl Pickup Trucks-Sanitation	127,010	0	130,726	0	0	0	0
Sub-Total - Existing Assets	2,188,497	343,814	1,856,124	2,136,919	2,072,817	1,516,464	10,013,553
New Assets							
<i>0</i>							
78006 *Sanitation Office Space Study	0	49,950	0	0	0	0	0
78007 *Solid Waste Information System	0	400,000	0	0	0	0	0
Sub-Total - New Assets	0	449,950	0	0	0	0	0
Total Project Expenses:	\$2,188,497	\$793,764	\$1,856,124	\$2,136,919	\$2,072,817	\$1,516,464	\$10,013,553
Total FY 2017 Funding:	\$2,982,261						

PROJECT DETAIL: 2480-Sanitation **Category: Other**

Project: 78001 - Rolloff Trucks-Commercial (R) **Funding Source:** Sanitation Revenues

Project Description: Sanitation currently has three roll-off trucks in its equipment fleet for its commercial roll-off service. Three roll-off trucks will require replacement over the next ten years as their individual life is nine years. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$2,741	\$0	\$2,800
Equipment	\$0	\$0	\$0	\$0	\$180,000	\$0	\$183,872
TOTAL	\$0	\$0	\$0	\$0	\$182,741	\$0	\$186,672

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation

Category: Other

Project: 78002 - Frontload Trucks-Commercial (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 8 frontload trucks and a container delivery truck in its equipment fleet for its Commercial frontload service. At the current replacement schedule of six years for newly purchased equipment, 10 frontload trucks and the container truck will require replacement over the next ten years. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$4,367	\$4,414	\$5,976	\$4,509	\$23,278
Finance Charges	\$10,650	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$286,807	\$289,975	\$398,461	\$296,110	\$1,528,752
Equipment	\$431,656	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$442,306	\$0	\$291,174	\$294,389	\$404,437	\$300,619	\$1,552,030

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.

Project: 78003 - Sideload Trucks-Residential (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 26 side load trucks in its equipment fleet for its residential Solid Waste and recycling collection routes. A total of 37 side load trucks will be purchased over the next ten years as each truck has a six year replacement schedule. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$40,125	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$12,450	\$19,980	\$16,960	\$12,855	\$84,064
Equipment	\$1,579,056	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$817,704	\$1,303,904	\$1,113,720	\$844,227	\$5,520,867
TOTAL	\$1,619,181	\$0	\$830,154	\$1,323,884	\$1,130,680	\$857,082	\$5,604,931

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.

Project: 78004 - Loose Trash Equip.-Residential (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 12 rearload trucks and 6 tractors in its equipment fleet for its loose trash collection routes. At the current replacement schedule of eight years for newly purchased equipment, 15 rearload trucks and 8 tractors will require replacement over the next ten years. The number of trucks to be replaced each year are the following: one truck and one tractor in FY2017; two trucks and one tractor in FY2018; two trucks in FY2019; one truck and a one tractor in FY2020; one truck and one tractor FY2021; and a total of eight trucks and four tractors during the second five years (FY2022-2026). Sanitation vehicles are not included in the vehicle replacement fund, rather the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$343,814	\$604,070	\$518,646	\$354,959	\$358,763	\$2,669,920
TOTAL	\$0	\$343,814	\$604,070	\$518,646	\$354,959	\$358,763	\$2,669,920

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation

Category: Other

Project: 78005 - Repl Pickup Trucks-Sanitation (R) **Funding Source:** Sanitation Revenues

Project Description: Sanitation currently has six pickup trucks and two mechanic service trucks in its equipment fleet, which will require replacement over the next ten years. FY2018 - replace two pickup trucks at a cost of \$34,363 and one mechanic truck at a cost \$ 62,000. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$1,398	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$129,328	\$0	\$0	\$0	\$0
Equipment	\$127,010	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$127,010	\$0	\$130,726	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.

Project: 78006* - Sanitation Office Space Study (N) **Funding Source:** Sanitation Revenues

Project Description: This project is for a new sanitation administration building. Staff are currently located in a trailer on the grounds of the field operations complex. The trailer was installed 13 years ago as a temporary solution.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,950	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$49,950	\$0	\$0	\$0	\$0	\$0

Operating Description: New furniture and office technology.

Project: 78007* - Solid Waste Information System (N) **Funding Source:** Sanitation Revenues

Project Description: This project is Solid Waste Information System (SWIS), either as an in-house City hosted or "Software as a Service" (SaaS) vendor hosted solution. It will be a comprehensive, integrated, enterprise-level Solution for solid waste operations which includes; system software, in-vehicle mobile devices, configuration/implementation/conversion services, and product training/support. It is believed that a new system Solution will bring more operational efficiencies, reduce costs and potentially increase revenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2440-Landfill **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
78523 Scalehouse & Road Relocation	1,304,393	0	0	0	0	0	0
78527 MRF Process Line Improvements	502,161	761,250	0	0	0	0	0
78528 Northern Ave LF Improvements	252,232	0	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
78506 Landfill Repl Pickup Trucks	0	0	0	89,422	73,080	0	174,766
78509 MRF Forklifts	36,540	36,550	36,550	0	0	75,272	77,529
78511 Landfill Compactor Replacement	0	0	0	0	0	1,119,060	1,152,500
78512 Fuel Tanker Replacement	0	0	187,775	0	0	0	0
78514 Sanitation Insp Trucks - 17740	34,518	34,518	105,105	35,560	0	36,634	0
78520 Landfill Bulldozer Replacement	0	446,175	0	0	0	1,003,632	2,334,489
78521 MRF Loader Replacement	0	0	0	0	0	0	431,375
78522 LF Water Pull Tractor Replace	0	150,000	0	0	624,064	0	0
78524 Landfill Motor Grader Replace	0	0	0	0	0	0	396,479
78525 Landfill Scraper Equipment	0	0	1,551,313	0	0	0	0
Sub-Total - Existing Assets	2,129,844	1,428,493	1,880,743	124,982	697,144	2,234,598	4,567,138
New Assets							
0							
78503 Landfill Closure (South)	723,422	0	0	3,000,000	6,133,953	0	0
78505 LF Phase Construction (North)	3,208,144	102,780	4,361,873	0	0	0	0
78507 Landfill Soil Excavation	0	0	0	6,574,076	0	0	0
78529 *New Bulldozer Purchase	0	435,625	0	0	0	0	0
Sub-Total - New Assets	3,931,566	538,405	4,361,873	9,574,076	6,133,953	0	0
Total Project Expenses:	\$6,061,410	\$1,966,898	\$6,242,616	\$9,699,058	\$6,831,097	\$2,234,598	\$4,567,138
Total FY 2017 Funding:		\$8,028,308					

PROJECT DETAIL: 2440-Landfill **Category: Other**

Project: 78523 - Scalehouse & Road Relocation (I) **Funding Source:** Landfill Revenues

Project Description:

This project provides funding in FY 2016 for Phase 2 of the project and includes the relocation of the equipment maintenance area as well as the fueling station. Construction of Phase 1 of the project, which included relocation of the scalehouse and administrative office trailer as well as realignment of the entrance road will have occurred by the end of FY 2015 at a project cost of \$3,906,631. Completion of both phases of this project is necessary to relocate the scale house and other landfill facilities outside of an area in which waste will be placed and prior to closing the south area of the landfill. According to the landfills waste capacity calculations, it will take approximately one year to fill the permitted air space in which the facilities are located currently. It will be necessary to relocate all existing structures occupying this space by 2016 based our anticipated waste acceptance rate.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$1,304,393	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,304,393	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is required for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78527 - MRF Process Line Improvements (I)

Funding Source:

Landfill Revenues

Project Description:

The Materials Recovery Facility first opened its doors in July of 2000. Since then the MRF has processed over 350,000 tons of recyclable material and recouped over \$29,750,000 dollars in revenue. The facility has many moving components and those components have worn over the years. The system is now in need of major renovations and upgrades in order to meet current industry standards with regards to the technology found in today's recycling processing facilities. The projects to be completed in fiscal years 2016 and 2017 will allow the MRF to install state of the art technology to help capture more recyclables and decrease labor hours in some areas of the facility thus increasing city revenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$4,106	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$11,250	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$8,055	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$490,000	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$502,161	\$761,250	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 78528 - Northern Ave LF Improvements (I)

Funding Source:

Landfill Revenues

Project Description:

This project provides funding for a block wall that will extend to the west along the landfill property at approximately 115th Ave and Northern. It will also allow for the relocation of approximately twenty existing cacti that are to be removed due to the Northern Avenue Parkway construction project. There are currently forty cacti along the right of way that was recently sold to the Maricopa County Department of Transportation (MCDOT). Twenty of the cacti will be donated to the Northern Avenue Parkway Project and will be relocated within Glendale in conjunction with the project and the remaining twenty will be relocated within the Landfill property at Glendale's expense.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$172,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$12,012	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$41,400	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$252,232	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 78506 - Landfill Repl Pickup Trucks (R)

Funding Source:

Landfill Revenues

Project Description:

Landfill currently has six pickup trucks in its equipment fleet that will require replacement over the next ten years. Pickup trucks are used by the landfill inspector, mechanic, crew leader, supervisor, and field employees. This project includes the replacement of four trucks reaching the end of their service life during FY 2019 and 2020. Trucks purchased in 2015 will be replaced in 2025. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the vehicles are purchased with cash or financed at the time of purchase.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$1,322	\$1,080	\$0	\$2,583
Equipment	\$0	\$0	\$0	\$88,100	\$72,000	\$0	\$172,183
TOTAL	\$0	\$0	\$0	\$89,422	\$73,080	\$0	\$174,766

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78509 - MRF Forklifts (R)

Funding Source:

Landfill Revenues

Project Description:

The Materials Recovery Facility (MRF) currently has a total of four forklifts in its fleet used for a variety of heavy lifting purposes including loading, unloading, and transporting recyclable bales. The MRF forklifts have an estimated service life of approximately five years, although replacement schedules may be adjusted depending on hours of use and equipment condition. This project includes the replacement of two forklifts that are expected to reach the end of their serviceable lives in FY17 and FY18 as well as replacement of two forklifts that will be due for replacement in FY 2021. At this current replacement schedule, two of the four forklifts also will require replacement during the second five years (FY 2022-2026). MRF vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$540	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$550	\$550	\$0	\$0	\$1,112	\$1,145
Equipment	\$0	\$36,000	\$36,000	\$0	\$0	\$74,160	\$76,384
Equipment	\$36,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$36,540	\$36,550	\$36,550	\$0	\$0	\$75,272	\$77,529

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of

Project: 78511 - Landfill Compactor Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

This project provides for the rebuild and or replacement of the landfill compactors, one 836H and one 836K, at the end of their serviceable life or on an appropriate schedule based on current usage hours and equipment condition. The compactors are now being equipped with GPS systems, which will increase landfill compaction and decrease the use of soil for covering waste. The compactors are essential pieces of equipment used on a daily basis for proper placement and compaction of solid waste within the landfill. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund; instead the equipment is purchased with cash or financed at time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$16,600	\$17,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$1,102,460	\$1,135,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$1,119,060	\$1,152,500

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment this is expected to reach the end of its serviceable life.

Project: 78512 - Fuel Tanker Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

Replacement of the fuel tanker, which was purchased in 2008, and is expected to reach the end of its serviceable life in FY 2018. The fuel tanker truck transports diesel fuel from the onsite storage tank to the landfill heavy equipment located on the active waste disposal area. It is an essential piece of support equipment at the landfill for maximizing operational efficiencies and minimizing equipment downtime. Landfill equipment is not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$2,775	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$185,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$187,775	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78514 - Sanitation Insp Trucks - 17740 (R)

Funding Source:

Landfill Revenues

Project Description:

This project includes the purchase of seven replacement pickups over a 10-year period. Service life is projected to be approximately seven years and each truck will be replaced based on year of purchase, mileage and condition of the vehicle. Sanitation Inspectors utilize their assigned vehicles daily to educate residents on proper procedures for services and enforce regulations related to refuse collection, recycling collection and bulk trash services. The Sanitation Inspection vehicles are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$510	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$517	\$1,575	\$533	\$0	\$549	\$0
Equipment	\$0	\$34,001	\$103,530	\$35,027	\$0	\$36,085	\$0
Equipment	\$34,008	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$34,518	\$34,518	\$105,105	\$35,560	\$0	\$36,634	\$0

Operating Description:

No additional O and M is needed for this project.

Project: 78520 - Landfill Bulldozer Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

Project provides for the rebuild and/or replacement of the landfill bulldozers at the end of their serviceable life or on an appropriate schedule based on current usage hours and equipment condition. A certified powertrain rebuild and undercarriage track replacement was performed on the D8 in FY16. The D9 will undergo a similar repair in FY17. During these rebuilds the landfill will be adding GPS systems to reduce soil usage, improve road building capabilities and waste compaction. This project also includes funds for replacement of the Model D8 bulldozer in FY 2021 and the Model D9 bulldozer in FY 2022. Bulldozers are used at the landfill primarily to push garbage into position for the compactors. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$5,775	\$0	\$0	\$0	\$14,832	\$34,499
Equipment	\$0	\$440,400	\$0	\$0	\$0	\$988,800	\$2,299,990
TOTAL	\$0	\$446,175	\$0	\$0	\$0	\$1,003,632	\$2,334,489

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of

Project: 78521 - MRF Loader Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

This project is for the replacement of a loader used to move recyclables from the Materials Recovery Facility (MRF) tipping floor to the processing line. A CAT950K loader was purchased in FY16 and will require a replacement and/or rebuild in approximately 10 years. MRF vehicles and equipment are not included in the Vehicle Replacement Fund; instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$6,375
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$431,375

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78522 - LF Water Pull Tractor Replace (R) **Funding Source:** Landfill Revenues

Project Description: Replacement of the water pull truck, which was purchased in 2012 and is expected to reach the end of its serviceable life in FY 2020. The water pull truck is a critical piece of support equipment for reducing dust and maintaining compliance with the existing air quality permit. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition. \$150K in FY17 Power train Rebuild for the 730 Caterpillar Water Pull.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$9,223	\$0	\$0
Engineering Charges	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$614,841	\$0	\$0
TOTAL	\$0	\$150,000	\$0	\$0	\$624,064	\$0	\$0

Operating Description: No additional O and M is needed since new equipment will replace aging existing equipment.

Project: 78524 - Landfill Motor Grader Replace (R) **Funding Source:** Landfill Revenues

Project Description: The project includes the replacement of the motor grader that is expected to reach the end of its serviceable life in FY 2024. The motor grader is an essential piece of support equipment used to establish and maintain the temporary roads on the active portion of the landfill. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$5,859
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$390,620
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$396,479

Operating Description: No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

Project: 78525 - Landfill Scraper Equipment (R) **Funding Source:** Landfill Revenues

Project Description: The scraper is an essential piece of support equipment that excavates, transports, and stockpiles soil used for covering waste disposed at the landfill. This project provides for either a certified rebuild or a new replacement of the scraper, which is anticipated to occur in FY 2018 based on hours of use and equipment condition. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$22,926	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$1,528,387	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,551,313	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78503 - Landfill Closure (South) (N)

Funding Source:

Landfill Revenues

Project Description:

Project provides for closure of the south area of the landfill after the permitted air space is completely filled with waste. A landfill reaching its permitted capacity is required by federal and state law to be closed with a final cover system, which includes a vegetative layer, a compacted soil layer, additional gas system wells, erosion control, and storm water control measures. Related projects are 78505 and 78507.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0
Design	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$376,320	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$4,152,522	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$136,901	\$0	\$0
Finance Charges	\$10,859	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$92,500	\$0	\$0
Engineering Charges	\$7,216	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$71,525	\$0	\$0
Arts	\$3,763	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$1,430,505	\$0	\$0
Contingency	\$75,264	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0
TOTAL	\$723,422	\$0	\$0	\$3,000,000	\$6,133,953	\$0	\$0

Operating Description:

Funds provided in supplies/contracts are annual costs for post-closure (\$220,554) at the landfill. Post-closure costs include monitoring, maintenance, and repair of the following items: landfill gas control system, groundwater monitoring system, storm water monitoring, final cover/vegetative cover inspection, landfill settlement monitoring, access roads, drainage control system, site security inspection, and administrative reporting. Annual post-closure maintenance, monitoring, and repair activities will begin once closure of the south area is completed.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$2,205,540	\$2,205,540	\$2,205,540	\$2,205,540	\$0	\$11,027,700

Project: 78505 - LF Phase Construction (North) (N)

Funding Source:

Landfill Revenues

Project Description:

This project is required for the development of the northern portion of the landfill and includes phased installation of a liner, a gas collection system and a leachate collection system. Funds identified as "carryover" (\$102,780) and in FY 2016 (\$4,614,000) will pay for construction of North Phase 1a, which is anticipated to begin accepting waste in 2017. Funds identified in FY 2017 (\$102,780) will be used for engineering design of North Phase 1b. Funds identified in FY 2018 (\$4,361,873) will pay for construction of North Phase 1b, which is anticipated to begin accepting waste in 2018.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$3,432,000	\$0	\$0	\$0	\$0
Construction	\$3,208,144	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$1,542	\$65,428	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$1,238	\$43,725	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$34,320	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$686,400	\$0	\$0	\$0	\$0
TOTAL	\$3,208,144	\$102,780	\$4,361,873	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project.



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78507 - Landfill Soil Excavation (N)

Funding Source:

Landfill Revenues

Project Description:

This project provides for excavation of Phase 1 in the north expansion area to prepare for future landfill cell development. It includes excavation of approximately one-third of the north expansion area, access road improvements in areas located between the north area, the Materials Recovery Facility (MRF), the new administration and maintenance area, as well as utility relocations. Excavated soil will be stockpiled in various storage locations on the landfill property. Excavation of the remaining two-thirds will occur as part of future landfill phase construction.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$5,221,458	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$98,611	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$92,500	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$52,215	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$1,009,292	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$6,574,076	\$0	\$0	\$0

Operating Description:

No additional O and M is needed at this time.

Project: 78529* - New Bulldozer Purchase (N)

Funding Source:

Landfill Revenues

Project Description:

Purchase of a new D-6 Caterpillar (CAT) Bulldozer which has proven to be a more cost effective unit to perform erosion control and soil utilization at the city Landfill and Materials Recovery Facility (MRF). This unit is a lighter, more agile unit than the existing bulldozers (Caterpillar D-8 & D-9) which in turn will reduce maintenance and fuel costs, while increasing efficiency.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$6,375	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,250	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$435,625	\$0	\$0	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2120-Airport Capital Grants **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
79523 Airport Layout Plan Narrative	49,964	0	0	0	0	0	0
T1472 Airport EA for Channelization	0	0	0	0	0	286,590	0
<i>Replacement of Existing Assets</i>							
79524 North Apron R&R	904,787	4,101,055	1,043,665	0	0	0	0
79526 South Apron R&R	0	0	0	2,856,347	1,862,119	0	0
79527 *AWOS Weather Reporting Equip.	0	315,000	0	0	0	0	0
T1477 FAR Part 150 Update	0	334,355	0	0	0	0	0
Sub-Total - Existing Assets	954,751	4,750,410	1,043,665	2,856,347	1,862,119	286,590	0
New Assets							
0							
79519 Airport-Capacity Study	50,000	0	0	0	0	0	0
Sub-Total - New Assets	50,000	0	0	0	0	0	0
Total Project Expenses:	\$1,004,751	\$4,750,410	\$1,043,665	\$2,856,347	\$1,862,119	\$286,590	\$0
Total FY 2017 Funding:	\$5,755,161						

PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79523 - Airport Layout Plan Narrative (I) **Funding Source:** Grants/City Match

Project Description: Revise the existing Airport Layout Plan (ALP) and airport forecasts to be able to secure both state and federal funding for airport projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$49,964	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$49,964	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: This is a study/plan, which will not require any O and M.

Project: T1472 - Airport EA for Channelization (I) **Funding Source:** Grants/City Match

Project Description: Conduct an Environmental Assessment for channelization of the New River to protect the runway safety area from erosion. Channelization includes the physical change to the inner bank boundary of the River. The project is to be funded with \$286,590 FAA (91.06%) and ADOT (4.47%) funds in FY 2021.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$286,590	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$286,590	\$0

Operating Description: No additional O and M is required for this project.



PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79524 - North Apron R&R (R) **Funding Source:** Grants/City Match

Project Description: The north apron project includes reconstruction (59,200 square yards) in FY 2017 and rehabilitation (54,000 square yards) in FY 2018. The portion of the north apron that is beyond rehabilitation is to be reconstructed in FY 2017. The rehabilitation project in FY 2018 would preserve and extend the life of the rest of north apron.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$904,787	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$4,101,055	\$1,043,665	\$0	\$0	\$0	\$0
TOTAL	\$904,787	\$4,101,055	\$1,043,665	\$0	\$0	\$0	\$0

Operating Description: This project rebuilds and rehabilitates existing pavement on the north apron.

Project: 79526 - South Apron R&R (R) **Funding Source:** Grants/City Match

Project Description: The south apron project includes reconstruction (38,000 square yards) in FY 2019 and rehabilitation (93,000 square yards) in FY 2020. The portion of the south apron that is beyond rehabilitation is to be reconstructed in FY 2019. The rehabilitation project in FY 2020 would preserve and extend the life of the rest of north apron.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$2,856,347	\$1,862,119	\$0	\$0
TOTAL	\$0	\$0	\$0	\$2,856,347	\$1,862,119	\$0	\$0

Operating Description: This project rebuilds and rehabilitates existing pavement on the south apron.

Project: 79527* - AWOS Weather Reporting Equip. (R) **Funding Source:** Grants/City Match

Project Description: Procure and install a replacement of Automated Weather Observation System (AWOS) equipment. Additional wind indicator and a new wind sock are a part of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$315,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$315,000	\$0	\$0	\$0	\$0	\$0

Operating Description: This project replaces existitng AWOS equipment.

Project: T1477 - FAR Part 150 Update (R) **Funding Source:** Grants/City Match

Project Description: Produce updated Noise Exposure Maps and Land Use Plan last updated in 1993. An update of the Part 150 Study is required every 20 years. Noise Exposure Maps and Land Use Planning elements help coordinate development near the Airport. This will be funded 91.06% by the FAA and 4.47% by ADOT.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$334,355	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$334,355	\$0	\$0	\$0	\$0	\$0

Operating Description: No O and M is needed for this study project.



PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79519 - Airport-Capacity Study (N) **Funding Source:** Grants/City Match

Project Description: The capacity study is a joint study between the City of Glendale and John F. Long to determine if there is a need for a second runway.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



FUND SUMMARY: 2070-General Gov Capital Proje **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
70800 Building Maint. Reserve	2,063,195	1,300,000	500,000	500,000	500,000	500,000	2,500,000
70801 Camelback Ranch Maint. Reserve	862,253	836,752	836,752	836,752	836,752	836,752	4,183,760
70803 Capital Repair-Arena	500,000	1,500,000	500,000	500,000	500,000	1,000,000	5,000,000
70804 *Tennis Courts at Paseo Park	0	400,000	0	0	0	0	0
84551 Civic Center Renovation	0	0	0	0	0	0	4,123,974
F0003 *Electrical Repairs/Replacement	0	0	0	0	0	0	1,500,000
F0004 *Exterior Repairs/Replacements	0	0	0	0	0	0	500,000
F0005 *City Hall - HVAC System	0	0	0	0	0	0	3,452,250
T1160 City Hall Parking Garage	0	0	0	0	0	0	1,675,193
<i>Replacement of Existing Assets</i>							
70805 Heart Monitors	0	1,000,000	0	0	0	0	0
70806 Replacement of Airpacks	0	0	1,649,850	0	0	0	0
70807 Purchase of Turnout Gear	0	650,000	0	0	0	0	0
77503 *Exterior Closure (Roofing)	0	0	0	0	0	0	2,500,000
81067 Civic Ctr. Maintenance	0	0	0	0	0	0	175,000
F0001 *HVAC Repair/Replacements	0	0	0	0	0	0	2,500,000
F0002 *Interior Repairs/Replacements	0	0	0	0	0	0	1,500,000
T4620 Resurface Library Parking Lots	0	0	0	0	0	0	250,000
T4730 Fuel Sites Equipment Upgrade	0	0	0	0	0	0	582,474
T5320 EOC Equipment Replacement	0	0	0	0	0	0	610,122
T5380 Replace HazMat Vehicle	0	0	0	0	0	0	616,071
Sub-Total - Existing Assets	3,425,448	5,686,752	3,486,602	1,836,752	1,836,752	2,336,752	31,668,844
New Assets							
<i>0</i>							
70808 *CBR Land IGA	0	668,646	668,646	0	1,086,822	0	0
70809 *Emergency Vehicle Preemption	0	99,655	329,789	0	0	0	0
Sub-Total - New Assets	0	768,301	998,435	0	1,086,822	0	0
Total Project Expenses:	\$3,425,448	\$6,455,053	\$4,485,037	\$1,836,752	\$2,923,574	\$2,336,752	\$31,668,844
Total FY 2017 Funding:		\$9,880,501					

PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70800 - Building Maint. Reserve (I) **Funding Source:** Other

Project Description: This project is intended to support carryover of the building maintenance reserve for emergency and unplanned repairs and replacement of building components for various city facilities

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Miscellaneous/Other	\$2,063,195	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,063,195	\$1,300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description:

Project: 70801 - Camelback Ranch Maint. Reserve (I) **Funding Source:** Other

Project Description: Camelback Ranch Maint. Reserve

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$59,224	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$491,277	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$2,625,000
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Engineering Charges	\$9,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$5,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$26,250
Miscellaneous/Other	\$0	\$197,252	\$197,252	\$197,252	\$197,252	\$197,252	\$986,260
Miscellaneous/Other	\$197,252	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$862,253	\$836,752	\$836,752	\$836,752	\$836,752	\$836,752	\$4,183,760

Operating Description:

Project: 70803 - Capital Repair-Arena (I) **Funding Source:** Other

Project Description: City's contractual obligation to annually fund the capital repair at the arena per the July 8, 2013 agreement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,500,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$5,000,000
Miscellaneous/Other	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$1,500,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$5,000,000

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70804* - Tennis Courts at Paseo Park (I) **Funding Source:** Other

Project Description: Tennis court resurfacing at Paseo Park

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 84551 - Civic Center Renovation (I) **Funding Source:** Other

Project Description: This enhancement would create another signature feature at the Glendale Civic Center. The east courtyard would be converted into more meeting room space with sky lighting. This project also involves renovating and developing the grass (open space), south of the Civic Center into functional use space that can be booked for private events. This 5,000 square foot renovation to the Civic Center will enhance amenities, provide more pre-function space, attract clients and allow the facility to remain competitive within the surrounding marketplace.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$756,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,633,126
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$50,850
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$62,699
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$26,331
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$130,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$394,968
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,123,974

Operating Description: Additional O and M will be needed in FY 2021. This project would include staffing of one Service Worker III position to help maintain the facility and provide additional supervision for event set-up as well for the renovated space and one secretary to assist with office support needs and increased events and bookings. Supplies are figured at \$0.75 per sq ft and \$3,000 for ongoing supplies/contracts, utilities at \$2.80 per sq ft, electrical at \$1,800 annually, building maintenance at \$2.00 per sq ft, equipment maintenance at \$0.40 per sq ft and building water usage at \$0.195 per sq ft for 5,000 sq ft of expanded Civic Center space. The Civic Center currently maintains 65% of the landscaping in the areas addressed in this request, so no new funding is needed for landscaping or refuse. A landscape company provides the other 35% of service. Currently the project is set up as a one time expense with no ongoing O and M, any on going O and M costs related to this project will be absorbed by the Civic Center budget once the project is completed. A supplemental budget request will be submitted once the project is brought to completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$5,312,960
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$337,190
Utilities	\$0	\$0	\$0	\$0	\$0	\$700,000
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$499,550
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$99,910
Insurance	\$0	\$0	\$0	\$0	\$0	\$60,690
Electrical	\$0	\$0	\$0	\$0	\$0	\$89,920
Water	\$0	\$0	\$0	\$0	\$0	\$35,720



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: F0003* - Electrical Repairs/Replacement (I) **Funding Source: Other**

Project Description: This project provides for funding in support of an annual program for the replacement and upgrade of lighting and electrical systems, which are required to restore lighting in city parks and upgrade lighting in city buildings. These upgrades are expected to reduce the consumption of electricity usage citywide and restore safety and security for citizens utilizing city parks and facilities. In FY 2022, these projects include lighting replacement at Bonsall North, Rose Lane and Sahuaro Ranch Parks. The ongoing costs from FY 2023 to FY 2026 include funding for the annual program as well as previously deferred projects to upgrade park lighting systems.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:

Project: F0004* - Exterior Repairs/Replacements (I) **Funding Source: Other**

Project Description: This project provides funding in support of an annual program for all exterior repairs and replacements such as painting, sealing, siding replacements, carpentry repairs, window and door replacements, ADA compliance, and plumbing repairs. Exterior repairs to city buildings are estimated to cost \$100,000 annually and are needed to preserve, protect and extend the useful life of the infrastructure. In FY 2022, project funding includes the replacement of siding and sealing/painting at Sahuaro Ranch Park and the airport terminal. Keeping the exterior surface coated in paint products protects the underlying building materials.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000

Operating Description:

Project: F0005* - City Hall - HVAC System (I) **Funding Source: Other**

Project Description: Project provides for replacements and upgrades to the existing heating, ventilating and air conditioning (HVAC) system at Glendale city hall. Three floors of city hall (basement, sub-basement, and aspects of the first floor) were upgraded in previous fiscal years; whereas the remaining floors were deferred to upcoming years in the capital plan. Because the overall HVAC system has reached the end of its serviceable life, this project includes funding for the remaining floors (second, third, fourth and council chambers). Upgrades will include replacement of air handling units on each floor, enhancements to the control units in each suite, ductwork, piping, and associated electrical work. The HVAC system upgrades will improve indoor air quality and provide a new HVAC system life capacity of an additional 20+ years for the entire building.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$56,250
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$187,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,452,250

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proj **Category: Other**

Project: T1160 - City Hall Parking Garage (I) **Funding Source:** Other

Project Description: As part of the emergency garage repair in FY 2009, the structural engineer provided additional maintenance recommendations for the remainder of the city hall garage related to replacement or repair of synthetic cushions. Over the past 25 years, the natural expansion and contraction of the structure's elements have pushed out of place many of the synthetic cushions on which the 366 concrete beams are seated. This has caused the concrete to wear against bare concrete causing deterioration. Also, there are four locations that have significant deterioration that will require extra maintenance and repair before the deterioration becomes more costly.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$33,504
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$135,689
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675,193

Operating Description: No additional O and M is needed for this project.

Project: 70805 - Heart Monitors (R) **Funding Source:** Other

Project Description: Purchase of 36 cardiac monitors. Currently, the department's heart monitors are adequate to provide service; however by FY 2019 they will be 14 to 15 years old and are expected to reach the end of their useful life. Heart monitors are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time which cannot be phased in when replaced. Personnel must all be able to train and work on the same type, make and model of equipment. The department will continue to seek alternative funding mechanisms such as grants as they become available. Heart monitors are currently on a maintenance contract which will cover the cost to repair or replace a malfunctioned monitor through FY2013.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$980,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M for the heart monitors would be needed starting in FY 2020. O and M will include two batteries a year per unit at (\$225 per battery x 60) and a 3% inflation has been added per year. A supplemental budget request will be submitted for once the project is near completion. O & M is currently budgeted in medical supplies.



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70806 - Replacement of Airpacks (R) **Funding Source: Other**

Project Description: Replacement of self-contained breathing apparatus (SCBAs) or air packs. The current supply is in compliance with National Fire Protection Association Standards through FY 2017. In FY 2017, 150 air packs will be outdated and in need of replacement. The useful life span of SCBAs is 7-10 years. Upgrades were completed in 2013 for all air packs. As components of the air packs fail, the department will repair or replace them using the department operating budget. Air packs are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time; which cannot be phased in when replaced. Personnel must all be able to train and work on the same type, make and model of equipment. The department will continue to seek alternative funding mechanisms such as grants as they become available.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$32,350	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$1,617,500	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,649,850	\$0	\$0	\$0	\$0

Operating Description: O and M includes maintenance and repair at \$70,000 annually and an additional \$36,000 (once every 5 years) for 2 hydro tests on 300 bottles at \$60.00 per bottle that is performed every 5 years. The current SCBA budget is \$17,291 and does not cover the O and M identified; an additional \$350,000 is necessary. The \$70,000 for annual maintenance and repair will be needed the year after purchase. A supplemental budget request will be submitted once the project is near

Project: 70807 - Purchase of Turnout Gear (R) **Funding Source: Other**

Project Description: Purchase of 120 sets of Fire Turnout Gear. This is the second set of turnout gear.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 77503* - Exterior Closure (Roofing) (R) **Funding Source: Other**

Project Description: This project provides funding in support of an annual roof repair and replacement program. Ongoing roofing repairs and replacements are required to improve the condition of City facilities and extend the useful life of the infrastructure. Citywide condition assessments will be conducted annually to evaluate roof conditions. In FY 20122, repairs or replacements to roofs at the Main Library, airport terminal, and Sahuaro Ranch Park buildings will be completed.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 81067 - Civic Ctr. Maintenance (R) **Funding Source: Other**

Project Description: The Civic Center's maintenance reserve annual allocation has been moved to operations as ongoing repair and maintenance of facility. The reserve will ensure that the Civic Center remains a competitive and high quality event venue and it is essential to the continued success of the facility.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000

Operating Description: No additional O and M is needed.

Project: F0001* - HVAC Repair/Replacements (R) **Funding Source: Other**

Project Description: This project provides funding in support of an annual repair and replacement program for existing heating, ventilating and air conditioning (HVAC) systems at various city buildings, which have reached the end of their service life. The replacements and upgrades identified in the annual HVAC Repair/Replacement Program are estimated to cost \$500,000 annually. These HVAC system upgrades will improve air quality and renew life cycles of the replaced units. Projects in FY 2022 include the airport terminal, community center north, and equipment management.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description:

Project: F0002* - Interior Repairs/Replacements (R) **Funding Source: Other**

Project Description: This project provides funding in support of an annual program for interior building repairs and replacements such as flooring, ceiling tiles, carpeting, painting, wall coverings, ADA compliance, plumbing, fire protection upgrades and carpentry. Interior repair to city buildings are estimated to cost \$300,000 annually and are needed to preserve, protect and extend the useful life of infrastructure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2070-General Gov Capital Proj **Category: Other**

Project: T4620 - Resurface Library Parking Lots (R) **Funding Source:** Other

Project Description: This is a request to fund the repaving and sealing of the 26-year old asphalt parking lot at the Main Library and slurry seal the 14-year old parking lot at the Foothills Branch Library. The Main Library's parking lot has deteriorated to the point that a 1 1/2" fabric overlay is needed. The estimated cost to repair this is \$97,283. A heavy grade slurry seal is recommended for the Foothills Branch Library in order to preserve the life span of the asphalt, which, with proper maintenance, should reach 20-30 years. The estimated cost for this is \$33,188.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000

Operating Description: O and M is required for asphalt maintenance starting in 2021. The industry standard for asphalt maintenance is to seal every 2-3 years from the completion date. This type of maintenance includes crack sealing and restriping of parking lots. A supplemental budget request will be submitted once the project is near completion. Adjusted for the future, the annual O and M would be \$30,479 for both lots (approximately \$15,240 for each lot/year).

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$609,580

Project: T4730 - Fuel Sites Equipment Upgrade (R) **Funding Source:** Other

Project Description: This project reflects the replacement of all City of Glendale fuel dispensing equipment that will reach its maximum useful life over the next ten years. The project includes installation of new fuel dispensing pumps, monitoring and tank leak detection systems and replacement of the fuel tracking system at The Field Operations Center, Fire Station 153 and Fire Station 155. Completion of this project will ensure reporting accuracy, equipment stability and integrity, and improved customer service.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$5,357
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$518,397
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$2,872
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$25,664
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$582,474

Operating Description: The software is a one-time purchase and the yearly license agreement will be paid through the departments existing budget.. No annual maintenance is required, if repairs are required vendors will be paid through existing operational budgets. Contributions to the Technology Replacement Fund are being made for the hardware currently being used and no additional hardware would be needed at this time.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$10,000



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: T5320 - EOC Equipment Replacement (R) **Funding Source:** Other

Project Description: This project funds the replacement of the information technology based equipment in the City's Emergency Operations Center (EOC), and places the EOC equipment in the city's technology replacement fund (TRF) to ensure software and hardware updates occur in conjunction with normal city rollouts. The EOC was built in 2006 and EOC equipment was not funded for the TRF due to the annual cost. Equipment updates were to be funded through the capital improvement process as equipment reached the end of its service life. Not being part of the TRF, results in lack of timely equipment replacement and unfunded requirements each time there is a software update, modifications to hardware are required, or there are equipment failures. The frequency of these unfunded requirements continues to rise as the equipment ages. EOC equipment will be two and a half times past its typical service life in the year 2020.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$14,881
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$595,241
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$610,122

Operating Description: This project will replace existing equipment and systems at the EOC. This equipment will be placed in the technology replacement fund at a cost of \$152,530 annually, or \$610,122 over the four year replacement cycle. Approximately 1/4 of the equipment will be replaced each year. The equipment includes the audiovisual, software, hardware, and communications equipment used in the EOC to support emergency and special event operations.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$8,177,030

Project: T5380 - Replace HazMat Vehicle (R) **Funding Source:** Other

Project Description: Replacement of a HazMat vehicle for the hazardous materials team. The current truck will have served its useful life of 10 years by FY 2019. This vehicle is supported by Fleet Management staff and anticipated mileage is 10,000 miles per year.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$12,321
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$603,750
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$616,071

Operating Description: No additional O and M is needed since the Hazmat truck will be replacing the current vehicle, which will not be used as a reserve vehicle.

Project: 70808* - CBR Land IGA (N) **Funding Source:** Other

Project Description: This is an intergovernmental agreement with the City of Phoenix for repayment of land at Camelback Ranch Facility. The agree states the City will pay the following amounts: FY 17 and 18 \$668,646 - FY 20 \$1,086,822

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$668,646	\$668,646	\$0	\$1,086,822	\$0	\$0
TOTAL	\$0	\$668,646	\$668,646	\$0	\$1,086,822	\$0	\$0

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70809* - Emergency Vehicle Preemption (N) **Funding Source:** Other

Project Description: The fifty-eight (58) high-priority Emergency Vehicle Preemption (EVP) installation intersections (located citywide). Forty-eight (48) will be located at arterial to arterial intersections, five (5) will be located at fire station access signals, and five (5) will be located along high priority corridors.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$311,416	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,655	\$15,259	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$3,114	\$0	\$0	\$0	\$0
TOTAL	\$0	\$99,655	\$329,789	\$0	\$0	\$0	\$0

Operating Description: Estimate confirmation lights will need bulb replaced once a year. (58 locations X 4 bulbs X \$5). Estimate 5% of EVP equipment will need to be replaced in first 5 years and then 10% after that. Estimate after 5 years, trouble calls will be 3 visits to each location annually with 75% being after hours. (3 X 58 locations X 2 hr callout X \$30 X 75%).



FUND SUMMARY: 2150-Technology Infrastructure **Category: Other**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
T7010 Traffic Management Center	0	0	0	0	0	1,325,000
<i>Replacement of Existing Assets</i>						
T7030 Project/Permit Tracking System	0	0	0	0	0	2,500,000
T7050 Facility Audio/Visual Systems	0	0	0	0	0	1,020,000
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>4,845,000</i>
Total Project Expenses:	\$0	\$0	\$0	\$0	\$0	\$4,845,000
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2150-Technology Infrastructure **Category: Other**

Project: T7010 - Traffic Management Center (I) **Funding Source:** General Fund

Project Description: The city acquired the Mobile Command Center (MCC) in 2000 and opened the Traffic Management Center (TMC) in 2004 (upgraded in 2014) to improve the city's management of incidents, events, and day-to-day traffic. Signal system management software along with audio/visual and communications equipment within these two centers needs to be upgraded to enhance system functionality and coordination between the Police Department, Traffic Management Center, and Emergency Operations Center.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,325,000

Operating Description: No additional O and M is needed. This project replaces and upgrades the existing system. O and M of this system is currently funded in the Transportation Department operating budget.



PROJECT DETAIL: 2150-Technology Infrastructure **Category: Other**

Project: T7030 - Project/Permit Tracking System (R) **Funding Source:** General Fund

Project Description: The current project/permit system provides automated tracking of all construction projects and city assets. The system is used by the Building Safety, Planning, Transportation, Utilities, Sanitation, Fire, Engineering, Code Compliance, and Economic Development departments for plan review and inspections. The city's current system is supported by Infor which is not expected to continue support indefinitely. Funding is requested to replace or upgrade the current system with a web-based system before the current system becomes obsolete.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description: The \$160,902 is required for the ongoing service and maintenance agreement associated with the software purchase. Staffing is for a Database Administrator. This FTE would provide ongoing technical assistance and support to the nine departments using the system. The current system maintenance costs are \$43,000 per year, with increases of approximately 2% per year. The requirements for the new system are in addition to this current cost. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$3,744,100
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$1,609,020

Project: T7050 - Facility Audio/Visual Systems (R) **Funding Source:** General Fund

Project Description: This project covers replacement of citywide audio/visual (A/V) equipment. The serviceable life for a number of the identified systems have been extended beyond their expected life cycle, currently all systems are functioning properly. The systems identified for future replacement include: the Sahuaro Ranch ball complex, the Foothills ball complex and city pools, A/V equipment in the City Hall Complex, the Main Library A/V and lighting systems, the Adult Center's audio, lighting and security systems, the Foothills Library, and the security camera systems at the Foothills Skate Court and WARP X-Court.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000

Operating Description:

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$7,584,900



FUND SUMMARY: 1220-Arts Commission **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84650 Municipal Arts Program	483,849	200,000	200,000	200,000	142,943	0	0
Sub-Total - New Assets	483,849	200,000	200,000	200,000	142,943	0	0
Total Project Expenses:	\$483,849	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0
Total FY 2017 Funding:		\$683,849					

PROJECT DETAIL: 1220-Arts Commission **Category: Other**

Project: 84650 - Municipal Arts Program (N) **Funding Source:** Capital Plan

Project Description: City Council Ordinance No. 1226 created a Municipal Art Fund which provides for the purchase of works of art for public places. This consists of commissioned, non-commissioned and the performing arts, all reviewed and recommended by the Glendale Arts Commission (via the Annual Arts Plan).

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Contingency	\$285,049	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$198,800	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0
TOTAL	\$483,849	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0

Operating Description: Total O&M for maintaining the city art inventory is \$173,162.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



\$72,145,121	\$122,242,658	\$117,818,048	\$59,976,197	\$36,783,032	\$37,161,761	\$540,638,086
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