



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 Joyce Clark
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, June 13, 2017

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

ROLL CALL

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 23, 2017 SPECIAL VOTING MEETING AND MAY 23, 2017 VOTING MEETING

1. [17-237](#) APPROVAL OF THE MINUTES OF MAY 23, 2017 SPECIAL VOTING MEETING AND MAY 23, 2017 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

Attachments: [Meeting Minutes of May 23, 2017 Special Voting](#)
[Meeting Minutes of May 23, 2017 Voting Meeting](#)

PROCLAMATIONS AND AWARDS

2. [17-205](#) PROCLAIM AUGUST 2017 AS DROWNING IMPACT AWARENESS MONTH
Staff Contact: Terry Garrison, Fire Chief
Presented By: Office of the Mayor
Accepted By: Cecil Tudor, Fire Engineer - Glendale Firefighter Charities
3. [17-224](#) AWARD PRESENTATION FOR THE CITY OF GLENDALE FROM ST. MARY'S FOOD BANK ALLIANCE
Staff Contact: Elaine Adamczyk, Interim Director, Community Services
Accepted By: Office of the Mayor
Presented By: Mr. David Martinez III, St. Mary's Food Bank Alliance

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. [17-209](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22405, OUTBACK STEAKHOUSE #0311
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Map](#)
[Calls for Service](#)

5. [17-210](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22349, KIKU REVOLVING SUSHI
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Map](#)
[Calls for Service](#)

6. [17-243](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 WITH CLIFTONLARSONALLEN FOR EXTERNAL AUDIT SERVICES
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Amendment No. 2](#)

7. [17-265](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO THE CONTRACT WITH BERRY DUNN MCNEIL & PARKER, LLC, FOR ENTERPRISE RESOURCE PLANNING (ERP) SELECTION AND IMPLEMENTATION CONSULTING SERVICES
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Amendment No. One](#)

8. [17-267](#) AUTHORIZATION TO ENTER INTO A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Service Agreement](#)

9. [17-236](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MICROSOFT FOR THE CITY'S OFFICE 365 AND ENTERPRISE LICENSING
Staff Contact: Steve O'Ney, Deputy Chief Information Officer, Innovation & Technology

Attachments: [Agreement](#)

10. [17-150](#) AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES WITH STRENGTH TRAINING INCORPORATED (STI)
Staff Contact: Terry Garrison, Fire Chief

Attachments: [Services Agreement](#)
[Approved Special Procurement Request](#)

11. [17-198](#) AUTHORIZATION FOR DESIGNATION OF APPLICANT'S AGENT FOR STATE DISASTER REIMBURSEMENT BY THE ARIZONA DIVISION OF EMERGENCY MANAGEMENT
Staff Contact: Terry Garrison, Fire Chief

Attachments: [Designation of Applicant's Agent Form](#)

12. [17-226](#) RATIFICATION OF EXPENDITURE OF FUNDS AND AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR THE ARROWHEAD RANCH WATER RECLAMATION FACILITY IMPROVEMENTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

13. [17-228](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRIMATECH LLC, FOR THE CITYWIDE WATER SYSTEM ANALYSIS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

14. [17-230](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH MGC CONTRACTORS, INC., FOR CONSTRUCTION PHASE SERVICES FOR IMPROVEMENTS AT THE ARROWHEAD RANCH WATER RECLAMATION FACILITY
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Construction Manager at Risk Agreement](#)

15. [17-233](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BRODART, INC., FOR LIBRARY PRINT BOOKS AND MATERIALS
Staff Contact: Elaine Adamczyk, Interim Director, Community Services
Attachments: [Agreement with RFP Exhibits](#)
16. [17-248](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ROX MEDIA, LLC, DOING BUSINESS AS RAXX DIRECT MARKETING, LLC, FOR THE DESIGN AND PRINTING SERVICES OF THE "GLENDALE @ PLAY" MAGAZINE
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special
Attachments: [Agreement](#)
[Glendale @ Play Sample](#)
17. [17-266](#) AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR ADVERTISING AND MEDIA SERVICES IN FISCAL YEAR 2016-17
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events
Attachments: [Madden Media Invoices](#)
18. [17-254](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL
Staff Contact: Brian Friedman, Director, Economic Development
Attachments: [FY 2017-18 Agreement with Exhibits](#)
19. [17-262](#) AUTHORIZATION TO REVISE HR POLICY 401 REMOVING COLUMBUS DAY AS A RECOGNIZED CITY HOLIDAY
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
Attachments: [HR Policy 401.11.C.7-8 - Clean Copy](#)
[HR Policy 401.11.C.7-8 - Red-Line](#)
20. [17-264](#) AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND HARVARD KENNEDY SCHOOL GOVERNMENT PERFORMANCE LAB AT HARVARD UNIVERSITY FOR THE STUDY OF RESULTS DRIVEN CONTRACTING STRATEGIES
Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects
Attachments: [Memorandum of Understanding](#)
21. [17-275](#) AUTHORIZATION TO ENTER INTO A DIGITAL BILLBOARD PLACEMENT LICENSE AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC TO CONSOLIDATE PREVIOUSLY EXECUTED LICENSE AGREEMENTS INTO A NEW MASTER AGREEMENT

Staff Contact: Jean Moreno, Executive Officer, Strategic Initiatives and Special Projects

Attachments: [Digital Billboard Placement License Agreement](#)

22. [17-246](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH LZ DELTA, LLC, DOING BUSINESS AS GOAZ MOTORCYCLES, FOR THE PURCHASE OF LAW ENFORCEMENT BMW MOTORCYCLES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 2](#)

23. [17-247](#) AWARD OF IFB 16-46, AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VULCAN MATERIALS COMPANY FOR ROAD MATERIALS

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Invitation for Bid 16-46](#)
[Bid Tabulation Sheet](#)

24. [17-249](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH STAFFING SPECIALISTS NV, LLC, FOR TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL AND PUBLIC WORKS AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 2](#)

25. [17-251](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ISS FACILITY SERVICES, INC., TO PROVIDE CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

26. [17-253](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED STRUCTURAL ENGINEERING, INC., FOR THE PEDESTRIAN BRIDGE INSPECTION AND REPAIR PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Professional Services Agreement](#)

27. [17-255](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RITTOCH-POWELL & ASSOCIATES, INC., FOR THE PS PARKING LOT AT BETHANY HOME ROAD AND 95TH AVENUE PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Professional Services Agreement](#)

28. [17-257](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH ARIZONA TRAINING & EVALUATION CENTER, INC., FOR OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES

AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 1](#)

CONSENT RESOLUTIONS

29. [17-231](#) RESOLUTION NO. R17-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE HICKEY FAMILY FOUNDATION AND ACCEPT A RESCUE OF YOUTH PROJECT GRANT IN THE APPROXIMATE AMOUNT OF \$10,000, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police Chief

Attachments: [Resolution No. R17-39](#)
 [Grant Agreement Letter](#)

30. [17-272](#) RESOLUTION NO. R17-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A FISCAL YEAR 2017 INDUSTRY AWARENESS GRANT FROM THE ARIZONA AUTOMOBILE THEFT AUTHORITY IN THE APPROXIMATE AMOUNT OF \$707, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police Chief

Attachments: [Resolution No. R17-40](#)
 [Grant Documents](#)

31. [17-252](#) RESOLUTION NO. R17-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND ACCEPTANCE OF GRANT FUNDS IN THE APPROXIMATE AMOUNT OF \$4,498,364 TO REHABILITATE THE APRON AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-41](#)

LAND DEVELOPMENT ACTIONS

32. [17-274](#) FINAL PLAT (FP) APPLICATION FP17-02: MONTEBELLO 95 ADDITION -
 9191 WEST BETHANY HOME ROAD
 Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [FP17-02](#)
 [FP17-02A](#)
 [Final Plat for Montebello 95 Addition](#)

PUBLIC HEARING

33. [17-234](#) FY17-18 PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2017-18
PROPERTY TAX LEVY
Staff Contact: Vicki Rios, Director, Budget and Finance

ORDINANCES

34. [17-221](#) ORDINANCE NO. 017-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2, ARTICLE III - OFFICERS AND EMPLOYEES, DIVISION 1 - GENERALLY OF THE GLENDALE CITY CODE REGARDING RETENTION OF FINGERPRINTS OF APPLICANTS.
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: [Ordinance No. 017-24](#)
 [Ordinance - Red-Line](#)

35. [17-239](#) ORDINANCE NO. 017-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE CODE OF THE CITY OF GLENDALE, CHAPTER 6 (ANIMALS); AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Rick St. John, Police Chief

Attachments: [Ordinance No. 017-25](#)

36. [17-250](#) ORDINANCE NO. 017-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH SFM CONSULTING LLC DBA STARSHINE ASSOCIATES FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. 017-26](#)
 [Lease Agreement](#)

37. [17-256](#) ORDINANCE NO. 017-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE AND A SEWER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-27 with Exhibit 1](#)

38. [17-258](#) ORDINANCE NO. O17-28

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-28 with Exhibit 1](#)

PUBLIC HEARING – RESOLUTIONS

SPECIAL BUDGET MEETING (TO ADOPT FISCAL YEAR 2017-18 FINAL BUDGET)

39. [17-235](#) RESOLUTION NO. R17-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2017-2018, SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION AND ADOPTING THE CITY COUNCIL'S FINANCIAL POLICIES.

Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Resolution No. R17-42 with Exhibit A](#)

ADJOURN SPECIAL BUDGET MEETING AND RECONVENE REGULAR COUNCIL MEETING

RESOLUTION

40. [17-261](#) RESOLUTION NO. R17-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CREATING AN ENTERTAINMENT DISTRICT IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 4-207(C)(4).

Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects

Attachments: [Resolution No. R17-43 with Exhibit A](#)
[2009 Community Feedback Summary Report Centerline](#)
[Survey Responses Summary Report](#)
[Survey Response Detail](#)
[Proposed Centerline Ent. District Church/School Buffer Zone Map](#)

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)).

SPECIAL ACCOMMODATIONS

For special accommodations please contact the City Clerk's Office at 623-930-2252, Option 1, at least 3 business days prior to the meeting.

POSTING VERIFICATION

This agenda was posted on 06/07/2017 at 2:00 p.m. by DRW.



Legislation Description

File #: 17-237, Version: 1

APPROVAL OF THE MINUTES OF MAY 23, 2017 SPECIAL VOTING MEETING AND MAY 23, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, May 23, 2017

4:00 PM

Special Voting Meeting with Executive Session

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER**ROLL CALL**

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

Also present were Kevin Phelps, City Manager; Michael Bailey, City Attorney; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE**CITIZEN COMMENTS**

There were no citizen comments.

MOTION AND CALL TO ENTER INTO EXECUTIVE SESSION

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, to enter into Executive Session. The motion carried by the following vote:

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

EXECUTIVE SESSION

The City Council entered into Executive Session at 4:03 p.m.

The City Council reconvened the meeting at 5:00 p.m.

NEW BUSINESS

1. [17-225](#) CONSIDERATION AND POSSIBLE ACTION REGARDING CONTEMPLATED LITIGATION WITH, OR IN SETTLEMENT DISCUSSIONS CONDUCTED IN ORDER TO AVOID OR RESOLVE LITIGATION WITH THE NEW WESTGATE
Staff Contact: Michael D. Bailey, City Attorney

Vice Mayor Hugh made a motion, seconded by Councilmember Tolmachoff, to direct the City Attorney in accordance with the direction provided in the Executive Session, including directing the City Attorney to enter into a Tolling Agreement continuing to October 11, 2017. The motion carried by the following vote:

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

ADJOURNMENT

The City Council adjourned at 5:01 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, May 23, 2017

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER**ROLL CALL**

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

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Darcie McCracken, Deputy City Clerk; and Charles Vasquez, Administrative Support Specialist.

POSTING OF COLORS**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

The invocation was offered by Captain Kihyun Oh from The Salvation Army Korean Corps Community Center.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, said the gentleman who spoke after him at the last meeting did not know what was going on and said the taxes were very high in Glendale. He also spoke about the pension amounts for former employees and discussed the expensive items the City was required to maintain.

James Deibler, a Phoenix resident, would like to see a neighborhood art and supply store in the Barrel District, which would revitalize that area and serve the area well. He would also like to see a job fair held in Glendale to assist residents looking for jobs.

APPROVAL OF THE MINUTES OF MAY 9, 2017 VOTING MEETING AND MAY 11, 2017 SPECIAL VOTING MEETING

1. [17-208](#) APPROVAL OF THE MINUTES OF MAY 9, 2017 VOTING MEETING AND MAY 11, 2017 SPECIAL VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

A motion was made by Councilmember Malnar, seconded by Councilmember Tolmachoff, to approve the Minutes of the May 9, 2017 Voting Meeting and the May 11, 2017 Special Voting Meeting. The motion carried by the following vote:

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

BOARDS, COMMISSIONS AND OTHER BODIES

2. [17-211](#) APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Public Affairs

Presented By: Councilmember Jamie Aldama

Councilmember Aldama made the following recommendations for Boards and Commissions:

Board of Adjustment

Carl Dietzman, Ocotillo District reappointment

Citizens Transportation Oversight Commission

Chuck Jared, Cactus appointment

Community Development Advisory Committee

David Barraza, Cactus appointment

Vince Ornelas, Cactus appointment

Linda Vescio, at-large Mayoral appointment

Matthew Versluis, Chair, Sahuaro District reappointment

Dorlisa Dvorak, Vice Chair, Ocotillo reappointment

Historic Preservation Commission

Amanda Froes, at-large Sahuaro reappointment

Sharon Wixon, at-large Cactus reappointment

Theodora Hackenberg, Chair, Barrel appointment

Tim Quinn, Vice Chair, at-large appointment

Library Advisory Board

Karen Aborne, Yucca reappointment

Jessica Koory, Ocotillo District reappointment

Catey Alberts, teen Mayoral appointment

Jessica Koory, Chair, Ocotillo District reappointment

Parks and Recreation Advisory Commission

Sam McConnell, Sahuaro appointment

Gayle Schiavone, Yucca appointment

Alicia Rubio, Ocotillo reappointment

Pattie Johnston, Cholla appointment

Barbara Cole, Chair, Mayoral appointment

Alicia Rubio, Vice Chair, Ocotillo appointment

Planning Commission

Vern Crow, Sahuaro appointment

Citizens Utility Advisory Commission, formerly Water Services Commission

Stefan L. DeAngelo, Yucca appointment

A motion was made by Councilmember Aldama, seconded by Vice Mayor Hugh, to approve the recommended appointments to Boards, Commissions and other bodies. The motion carried by the following vote:

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

PROCLAMATIONS AND AWARDS

3. [17-217](#) RECOGNITION OF SERVICE FOR PARKS AND RECREATION ADVISORY COMMISSIONER JOHN FARIS

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Presented By: Office of the Mayor

Accepted By: Family of Commissioner John Faris

Mayor Weiers recognized John Faris for his service to the Parks and Recreation Advisory Commission. The award was accepted by the family of Commissioner John Faris.

Mr. Strunk said the plaque was awarded in appreciation to the family of Commission John Faris, who passed away while serving on the Parks and Recreation Advisory Commission board. He said Mr. Faris was a public servant in every sense of the word as well as a director of the Summer Band for many years. He thanked Mr. Faris' wife and son for allowing Mr. Faris to give his time to the City.

4. [17-197](#) NATIONAL CPR AND AED AWARENESS WEEK PROCLAMATION

Staff Contact: Terry Garrison, Fire Chief

Presented By: Office of the Mayor

Accepted By:

Eric Keppler, Deputy Fire Chief

Anthony Garcia, Recreation Coordinator, Public Facilities & Events

Summer Steinke, Administrative Support Coordinator, Public Facilities & Events

Mayor Weiers proclaimed June 1st through June 7th as National CPR and AED Awareness Week. The award was accepted by Eric Keppler, Deputy Fire Chief, Anthony Garcia, Recreation Coordinator, Public Facilities & Events, and Summer Steinke, Administrative Support Coordinator, Public Facilities & Events.

Chief Garrison said Council had supported the program since 2005 and as a result, a life was saved.

CONSENT AGENDA

Ms. McCracken read Consent Resolution items 24 through 27.

Mayor Weiers asked if there were any Consent Resolution items to be heard separately.

Councilmember Clark asked to pull Consent Agenda items 10 through 14 to be voted on separately but no presentation was required on the items.

5. [17-172](#) APPROVE LIQUOR LICENSE NO. 5-22551, ADAMS LOUNGE

Staff Contact: Vicki Rios, Director, Budget and Finance

6. [17-181](#) APPROVAL OF THE FISCAL YEAR 2017-2018 (FY17-18) GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM, APPROVAL OF THE ARENA FIVE-YEAR CAPITAL PLAN, AND AUTHORIZATION FOR THE CITY MANAGER TO RELEASE FUNDS TO AEG MANAGEMENT GLENDALE, LLC.

Staff Contact: Vicki Rios, Director, Budget and Finance

7. [17-216](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 6 OF THE ICAPTURE SOFTWARE LICENSE AGREEMENT WITH IMPRESSION

TECHNOLOGY, INC.

Staff Contact: Vicki Rios, Director, Budget and Finance

8. [17-194](#) AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR REQUIRED UPGRADES AND QUARTERLY OPERATING AND MAINTENANCE COSTS IN FISCAL YEAR 2016-17 FOR THE REGIONAL WIRELESS COOPERATIVE
Staff Contact: Rick St. John, Police Chief

9. [17-195](#) EXPENDITURE AUTHORIZATION FOR REQUIRED UPGRADES AND QUARTERLY OPERATING AND MAINTENANCE COSTS IN FISCAL YEAR 2017-18 FOR THE REGIONAL WIRELESS COOPERATIVE
Staff Contact: Rick St. John, Police Chief

15. [17-187](#) 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

16. [17-188](#) 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

17. [17-189](#) 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

18. [17-190](#) 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

19. [17-199](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELONTEC, LLC, FOR MOVING AND RELOCATION SERVICES
Staff Contact: Jack Friedline, Director, Public Works

20. [17-200](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH SAFETY-KLEEN SYSTEMS, INC., FOR USED AUTOMOTIVE FLUID COLLECTION AND DISPOSAL SERVICES
Staff Contact: Jack Friedline, Director, Public Works

21. [17-201](#) AUTHORIZATION TO ENTER INTO TWO LICENSE AGREEMENTS WITH LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. FOR THE INSTALLATION OF WATER AND SEWER LINES AT THE INTERSECTION OF EL MIRAGE ROAD AND GLENDALE AVENUE
Staff Contact: Jack Friedline, Director, Public Works

22. [17-215](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO A PROFESSIONAL SERVICES AGREEMENT WITH RITTOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS FOR CONTRACT INSPECTION SERVICES
Staff Contact: Jack Friedline, Director, Public Works
23. [17-203](#) AWARD OF CONTRACT RFP 17-21 FOR DOWNTOWN MANAGER SERVICES WITH THE GLENDALE CHAMBER OF COMMERCE
Staff Contact: Brian Friedman, Director, Economic Development

CONSENT RESOLUTIONS

24. [17-196](#) RESOLUTION NO. R17-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.
Staff Contact: Elaine Adamczyk, Interim Community Services Director
25. [17-179](#) RESOLUTION NO. R17-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING SECTION 9 OF THE "GLENDALE, ARIZONA CITY COUNCIL GUIDELINES."
Staff Contact: Brent Stoddard, Director, Public Affairs
26. [17-180](#) RESOLUTION NO. R17-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ESTABLISHING THE TEMPORARY BUSINESS COUNCIL COMMITTEE.
Staff Contact: Brent Stoddard, Director, Public Affairs
27. [17-214](#) RESOLUTION NO. R17-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY AND JACOB F. LONG, TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST, AS SUCCESSOR TO THE INTERESTS OF JOHN F. LONG AND MARY P. LONG; AND DIRECTING THAT AN EXHIBIT TO THE DOCUMENT BE RECORDED.

Staff Contact: Jack Friedline, Director, Public Works

Approval of the Consent Agenda

A motion was made by Councilmember Turner, seconded by Councilmember Clark, to approve Consent Agenda items 5 through 9 and 15 through 23 and Consent Resolution items 24 through 27. The motion carried by the following vote:

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

10. [17-152](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PEORIA PEST CONTROL, INC., FOR SEWER MANHOLE INSECTICIDE TREATMENT

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

A motion was made by Councilmember Aldama, seconded by Councilmember Tolmachoff, to approve Item 10. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

11. [17-153](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH IAC/INSTRUMENTATION AND CONTROLS, LLC, FOR ENDRESS+HAUSER PRODUCTS AND AUMA ACTUATORS PARTS AND SERVICE

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

A motion was made by Councilmember Clark, seconded by Councilmember Tolmachoff, to approve Item 11. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

12. [17-154](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARCHAEOLOGICAL CONSULTING SERVICES, LTD, FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES

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

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, to approve Item 12. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

13. [17-155](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES

AGREEMENT WITH NINYO AND MOORE, INC., FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES

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

A motion was made by Councilmember Aldama, seconded by Councilmember Tolmachoff, to approve Item 13. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

14. [17-157](#)

AUTHORIZATION TO ENTER AN AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT C17-0031 WITH TERRACON CONSULTANTS, INC., FOR ON CALL ENVIRONMENTAL CONSULTING SERVICES

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

A motion was made by Councilmember Turner, seconded by Vice Mayor Hugh, to approval Item 14. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

ORDINANCES

28. [17-202](#)

ORDINANCE NO. O17-20

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF PROPERTY LOCATED ON THE WEST SIDE OF 55TH AVENUE AND SOUTH OF CACTUS ROAD NECESSARY FOR RIGHT OF WAY IMPROVEMENTS IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF THE PURCHASE AGREEMENT AND ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID PURCHASE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. McCracken read Ordinance No. O17-20.

Mr. Friedline said the proposed ordinance would acquire property for right-of-way improvements along 55th Avenue, south of Cactus Road. He said widening 55th Avenue for bike lanes was a project in the FY17 capital improvement plan and the existing street section also had an open irrigation ditch with no street lighting.

Mr. Friedline said the City entered into an intergovernmental agreement with the Arizona Department of Transportation in June 2014, to design and construct improvements for the projects. In June 2016, the agreement was amended to include right-of-way acquisition costs. Staff recommended acquiring the additional right-of-way along 55th Avenue, south of Cactus Road. There would be little impact on service levels as a result of the action and payments would be made by ADOT.

A motion was made by Councilmember Turner, seconded by Vice Mayor Hugh, to approve Ordinance No. O17-20. The motion carried by the following vote:

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

29. [17-213](#) ORDINANCE NO. O17-21

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2, ARTICLE VIII, DIVISION 5, OF THE GLENDALE CITY CODE TO ABOLISH THE COMMISSION ON PERSONS WITH DISABILITIES AND CREATE A HUMAN RELATIONS COMMISSION.

Staff Contact: Nancy Mangone, Assistant City Attorney

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

Ms. McCracken read Ordinance No. O17-21.

Mr. Brown said the proposed ordinance would establish a Human Relations Commission, which would be created by abolishing the existing Commission on Persons with Disabilities and amending the language of the City Code. The Human Relations Commission would advise and make recommendations to Council on ways to encourage mutual respect and understanding among all people, discourage prejudice and discrimination and support unity among community members. No costs would be incurred to the City for the action.

Howard Jaeger, a Barrel resident, supported the ordinance and said it was well-written and inclusive. He encouraged the Council to support the item.

Sandra Jaeger, a Barrel resident, gave her support for the ordinance.

David Metz, a Cholla resident, was in favor of the Human Relations Commission because it united the community and promoted all citizens as important. He said the ordinance language was broad and inclusive for all Glendale citizens, and urged the Council to support the ordinance.

A motion was made by Councilmember Aldama, seconded by Councilmember Clark, to approve Ordinance No. O17-21. The motion carried by the following vote:

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

Mayor Weiers recognized State Legislator and Glendale resident, Anthony Kern, who was in the audience.

30. [17-219](#) ORDINANCE NO. O17-22

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, (1) AUTHORIZING THE EXECUTION

AND DELIVERY OF A THIRD PURCHASE AGREEMENT, A THIRD TRUST AGREEMENT, A CONTINUING DISCLOSURE UNDERTAKING AND AN OBLIGATION PURCHASE CONTRACT; (2) APPROVING THE SALE, EXECUTION AND DELIVERY OF TRANSPORTATION EXCISE TAX REVENUE REFUNDING OBLIGATIONS IN ONE OR MORE SERIES IN ORDER TO REFUND TRANSPORTATION EXCISE TAX REVENUE OBLIGATIONS PREVIOUSLY DELIVERED TO FINANCE TRANSPORTATION IMPROVEMENTS OF THE CITY; (3) PLEDGING CERTAIN TRANSPORTATION EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY TO THE PAYMENT OF SUCH OBLIGATIONS; (4) DELEGATING TO THE ASSISTANT CITY MANAGER OR THE CHIEF FINANCIAL OFFICER OF THE CITY THE LIMITED AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH OBLIGATIONS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND (6) DECLARING AN EMERGENCY.

Staff Contact and Presenter: Vicki Rios, Director, Budget and Finance

Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC

Guest Presenter: Bill DeHaan, Shareholder, Greenberg Traurig, LLP

Ms. McCracken read Ordinance No. O17-22.

Ms. Rios said the proposed ordinance would refinance a portion of the transportation excise tax obligations. She said representatives from RBC Capital Markets and Greenburg Traurig were available for questions. She discussed opportunities the City has had to refinance bonds in the past to save the City money and said refinancing the transportation excise tax bonds would save approximately \$1 million. She explained the transaction required declaring an emergency in order to execute the documents as soon as possible for the best savings.

Mayor Weiers explained his vote by saying it was a great opportunity to save money for the City.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, to approve Ordinance No. O17-22. The motion carried by the following vote:

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

31. [17-220](#)

ORDINANCE NO. O17-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, (1) AUTHORIZING THE EXECUTION

AND DELIVERY OF A THIRD PURCHASE AGREEMENT, A THIRD TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE UNDERTAKING AND AN OBLIGATION PURCHASE CONTRACT; (2) APPROVING THE SALE, EXECUTION AND DELIVERY OF SUBORDINATE EXCISE TAX REVENUE REFUNDING OBLIGATIONS IN ONE OR MORE SERIES IN ORDER TO REFUND SUBORDINATE EXCISE TAX REVENUE BONDS ISSUED ON BEHALF OF THE CITY BY THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION; (3) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY TO THE PAYMENT OF SUCH OBLIGATIONS; (4) DELEGATING TO THE ASSISTANT CITY MANAGER OR THE CHIEF FINANCIAL OFFICER OF THE CITY THE LIMITED AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH OBLIGATIONS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND (6) DECLARING AN EMERGENCY.

Staff Contact and Presenter: Vicki Rios, Director, Budget and Finance

Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC

Guest Presenter: Bill DeHaan, Shareholder, Greenberg Traurig, LLP

Ms. McCracken read Ordinance No. O17-23.

Ms. Rios said the proposed ordinance was a request to refinance a portion of the Municipal Property Corporation subordinate excise tax bonds. She said representatives from RBC Capital Markets and Greenburg Traurig were available for questions. She said savings from the transaction would be realized in the general fund and could provide debt service savings of \$9 to \$9.5 million over the life of the bonds.

Mayor Weiers explained his vote by saying he was proud of the direction the City was headed in.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, to approve Ordinance No. O17-23. The motion carried by the following vote:

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

RESOLUTIONS

32. [17-204](#)

RESOLUTION NO. R17-38

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 2017-2018; 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.

Staff Contact: Vicki Rios, Director, Budget and Finance

Ms. McCracken read Resolution No. R17-38.

Ms. Rios said the proposed resolution adopted the FY2017-2018 tentative budget, including the proposed capital improvement plan, and gave notice of the date for public hearing on FY17-18 final budget and property tax adoption for June 13, 2017 at 6:00 p.m. and gave notification of the final property tax levy adoption on June 27, 2017 at 6:00 p.m. She provided highlights of the budget, which included fiscal stability and maintaining service levels.

Ms. Rios said the proposed budget was \$672 million, with \$44 million in contingency. She explained a couple of items had changed since the last budget workshop, including a request by the Public Works Department for contractual funding for a real estate coordinator, which was changed to an ongoing real estate coordinator position. Several changes were made at Council's request, including adding funds into the Parks Maintenance budget, adjustments made due to changes to the HALO program, adding capital improvement projects for Heroes Park buildout and O'Neill Park improvements.

A motion was made by Councilmember Clark, seconded by Councilmember Aldama, to adopt and approve Resolution No. R17-38. The motion carried by the following vote:

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

NEW BUSINESS

33. [17-218](#)

TEMPORARY BUSINESS COUNCIL COMMITTEE ASSIGNMENTS

Staff Contact: Brent Stoddard, Director, Public Affairs

Ms. McCracken introduced Item 33.

Mr. Stoddard said Council approved a resolution earlier in the evening giving direction to move forward with establishing a temporary business council committee. He explained Council had to appoint three Councilmembers who would serve on that committee along with the other members of the business community.

Mayor Weiers asked if the Council could take nominations tonight.

Mr. Stoddard said the item was for the Council to officially appoint the three members who would serve on the one-year committee.

Mayor Weiers asked if Council needed to choose the person who would lead the meetings or if that would be decided upon by the members themselves.

Mr. Stoddard said the group would choose a chairperson for the committee at the first meeting.

A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, to nominate Councilmember Clark, Councilmember Malnar and Councilmember Tolmachoff to serve on the business council committee. The motion carried by the following vote:

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, to hold the next regularly scheduled City Council Workshop on Tuesday, June 6, 2017 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 Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama reminded Ocotillo residents of mobile office hours on June 5th, 5:00 to 6:30 p.m., and asked everyone to check the website for the location of the meeting. He also spoke about the Safe Haven law and provided a phone number and locations for that program.

Councilmember Clark thanked the Councilmembers for accepting her request for a temporary business committee and said it was an opportunity to let everyone know Glendale was business-friendly.

Councilmember Malnar reminded Sahuaro residents he would hold his district meeting on June 1st at 6:30 p.m., at Cactus High School and asked anyone interested in attending to contact his office.

Councilmember Tolmachoff reminded Glendale residents to watch their children around water.

Vice Mayor Hugh thanked the three Councilmembers for volunteering to serve on the business committee.

Mayor Weiers encouraged clubs, groups and churches to take advantage of the defibrillator training that was available and said it might come in handy some day and save a life.

ADJOURNMENT

The City Council adjourned at 7:09 p.m.



Legislation Description

File #: 17-205, Version: 1

PROCLAIM AUGUST 2017 AS DROWNING IMPACT AWARENESS MONTH

Staff Contact: Terry Garrison, Fire Chief

Presented By: Office of the Mayor

Accepted By: Cecil Tudor, Fire Engineer - Glendale Firefighter Charities

Purpose and Recommended Action

This is a request for City Council to proclaim August 2017, as Drowning Impact Awareness Month in support of Banner Cardon Children's Hospital, Phoenix Children's Hospital and the Drowning Prevention Coalition of Arizona water safety programs. Fire Engineer Cecil Tudor, Glendale Fire Department will accept the proclamation on behalf of Glendale Firefighter Charities.

Background

Drowning Impact Awareness Month is part of the drowning prevention community outreach program at Phoenix Children's Hospital. This is a statewide effort to promote awareness of childhood drowning. In 2016, in Maricopa and Pinal Counties, there were a total of 157 water related incidents resulting in 50 deaths of which 16 were children. In 2016, in Glendale, there were a total of six water related incidents which resulted in two child deaths. Every drowning is preventable.

Drowning Impact Awareness Month is Arizona's largest collaborative effort to prevent drowning. Purple ribbons should be worn to remember those touched by child drowning and as a reminder to practice water safety. Drowning Impact Awareness banners are hanging at every fire station. Water safety information will be provided at both city of Glendale pools, at the city of Glendale's "Surviving the Summer" Safety Event at Westgate on June 2, 2017 and during a water safety walk on May 20, 2017. Throughout the month of August and year around, the Glendale Fire Department will be available to give water safety presentations, drowning prevention and water safety resources.

Through this proclamation, along with swim lessons and water safety education provided to the community, the Mayor and Councilmembers, Glendale Fire Department, Glendale Parks and Recreation Department, Banner Cardon Children's Hospital, Phoenix Children's Hospital and the Drowning Prevention Coalition of Arizona, will actively work together to promote water safety and prevent childhood drowning.

Previous Related Council Action

Council annually proclaims August as Drowning Impact Awareness Month.

Community Benefit/Public Involvement

Banner Cardon Children's Hospital, Phoenix Children's Hospital, the Drowning Prevention Coalition of Arizona, and the Glendale Fire Department urge communities around the state of Arizona to keep drowning awareness campaigns going year around, in an effort to eliminate drownings in Arizona. Drowning prevention is the responsibility of every citizen. It takes a team effort to ensure that everyone is safe from drowning. The intent of Drowning Impact Awareness Month is to encourage individuals, families, organizations, and businesses within the community to become partners in the effort to prevent drownings. The goal this year is to transform awareness into action by encouraging citizens, organizations, and businesses to make the community aware of ways to prevent drownings through media and education and to remember that all drownings are preventable.



Legislation Description

File #: 17-224, Version: 1

AWARD PRESENTATION FOR THE CITY OF GLENDALE FROM ST. MARY'S FOOD BANK ALLIANCE

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Accepted By: Office of the Mayor

Presented By: Mr. David Martinez III, St. Mary's Food Bank Alliance

Purpose and Recommended Action

This is a request for City Council to accept recognition for Glendale's efforts to alleviate hunger in our community and receive a Hunger Heroes plate from St. Mary's Food Bank Alliance. The Hunger Heroes plate is presented by St. Mary's Food Bank Alliance to recognize and honor partners who have provided support and commitment to assist the food bank in their effort to eliminate hunger in 2016.

Background

St. Mary's Food Bank was founded in 1967 and has grown to be one of the largest food banks in the United States. The Food Bank has been a vital partner, though the various programs they offer to our community, since 1973. In 1990, the City partnered with the Westside Food Bank to open the first food bank in Glendale, and St. Mary's provided much of the food that was distributed out of that food bank. In 2004, St. Mary's merged with the Westside Food Bank, and for over 6 years, they continue to manage and operate the St. Mary's Food Bank at 5605 N 55th Avenue in Glendale.

As the number of households needing assistance rose, it was evident that a major regional food bank distributor was needed. The nonprofit then transitioned into the St. Mary's Food Bank Alliance; which now disperses more than 800 million pounds of donated food a year to over 330 partner agencies. The emergency food boxes are provided to households and individuals at no cost. These food boxes are designed to provide temporary food assistance during times of crisis until a more permanent solution is found.

There are numerous partner agencies in Glendale where St. Mary's delivers food boxes, and the boxes are made available to households in our community who are in need.

The City has provided Community Development Block Grant (CDBG) funding, which it receives from US Department of Housing and Urban Development, to St. Mary's Food Bank yearly since 1989 in support of the food delivery and food box programs. To date the nonprofit has received over \$500,000 in CDBG fund for this purpose.

Community Benefit/Public Involvement

The City and St. Mary's have collaborated in an effort to end hunger in our community for many years. This partnership seeks to bridge the meal gap; connecting household in our community with the nutritious meals

they need. This effort addresses the most human basic need and has the greatest impact on the health and vitality of the City's most vulnerable population.



Legislation Description

File #: 17-209, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22405, OUTBACK STEAKHOUSE #0311

Staff Contact: Vicki Rios, Director, Budget and Finance

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 Outback Steakhouse #0311 located at 5605 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A998) was submitted by Peter Henry Schelstraete.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 8,841 pre the 2010 U.S. census. Outback Steakhouse #0311 is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

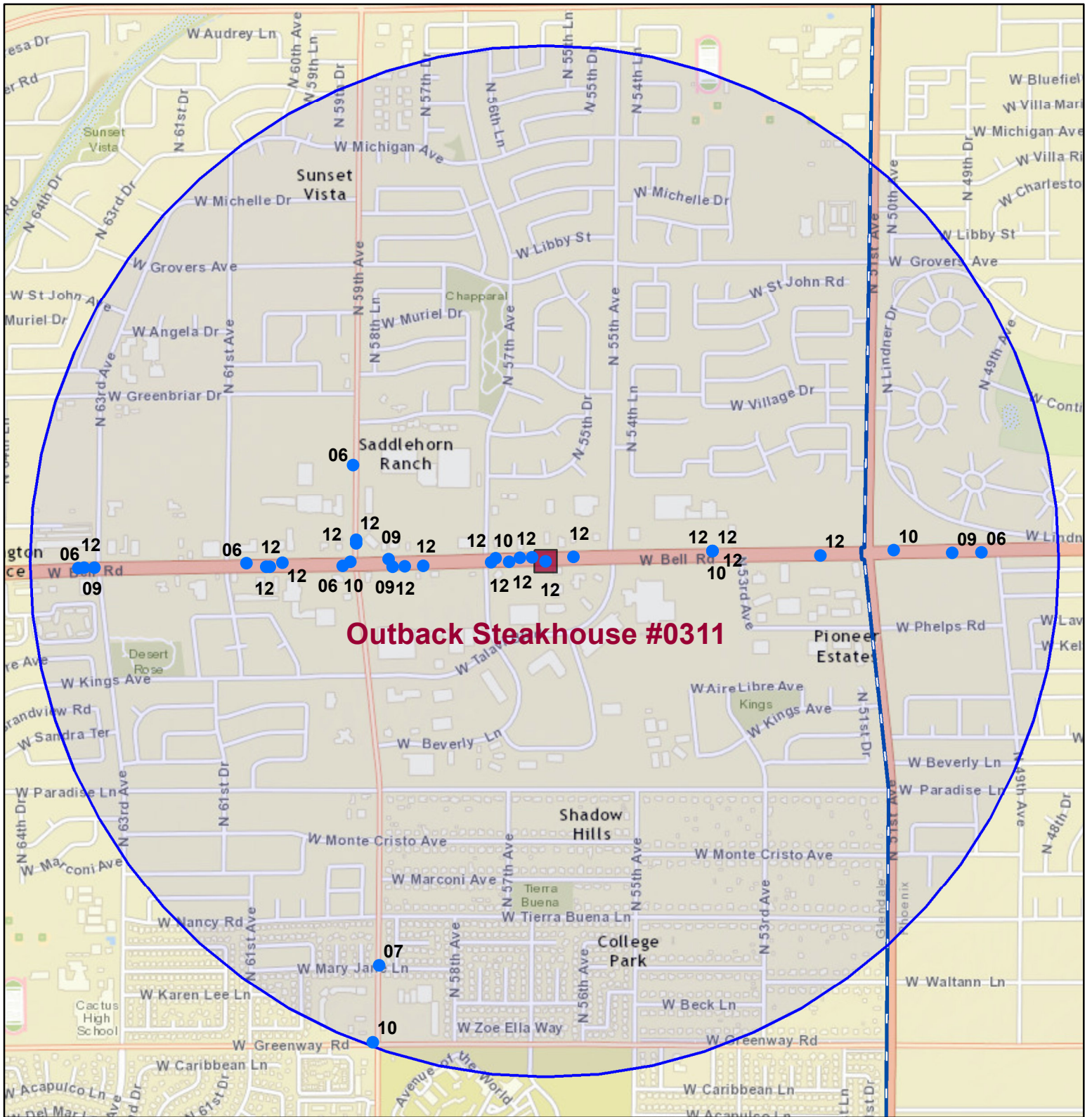
Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	5
12	Restaurant	<u>18</u>
	Total	33

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration 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 27 thru May 17, 2017.



BUSINESS NAME: Outback Steakhouse #0311

LOCATION: 5605 W. Bell Road

APPLICANT: Peter Henry Schelstraete

ZONING: PAD

APPLICATION NO: 5-22405



1786

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 05-03-17

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: **Outback Steakhouse #0311**

Business Address: **5605 W. Bell RD.**

Applicant/s Information

Name: **Schelstraete, Peter Henry (Agent)**

Name: **Wong, Michael Francisco**

Name: **Maluth, Elliot W.**

Name: **Hogan, Kristina Lynn**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/3/2012	Other Suites	New ownership call history beginning: 4/25/2017
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	3		
Robberies			
Burglary / Theft	11		
911 calls			
Trespassing	2		
Accidents	3		
Fraud / Forgery	1		
Threats	2		
Criminal damage			
Other non-criminal*	28		
Other criminal			
Total calls for service	50	N/A	0

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Randy D. Nations (Agent)
Outback Steakhouse of Florida LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>5-3-17</u>
CID Lieutenant or Commander	<u>L. [Signature] 7042</u>	<u>5-4-17</u>
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>C. [Signature]</u>	<u>5/4/17</u>



Legislation Description

File #: 17-210, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22349, KIKU REVOLVING SUSHI

Staff Contact: Vicki Rios, Director, Budget and Finance

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 Kiku Revolving Sushi located at 8190 West Union Hills Drive, Suite 155. The Arizona Department of Liquor Licenses and Control application (No. 1207A989) was submitted by Amy Hong.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 7,079 per the 2010 U.S. census. Kiku Revolving Sushi 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.

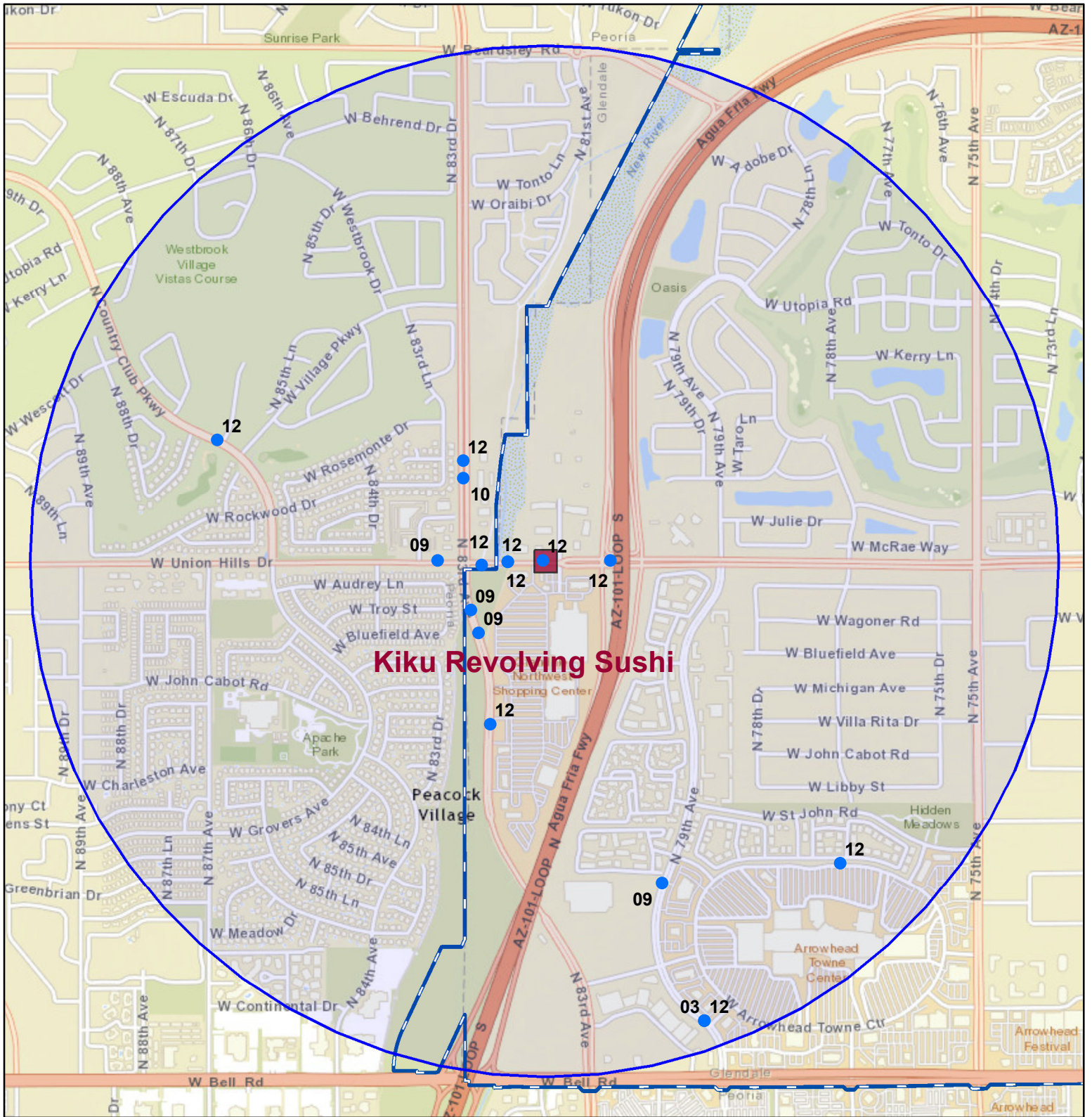
Series	Type	Quantity
03	Domestic Microbrewery	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	<u>10</u>
	Total	16

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 26 thru May 16, 2017.



BUSINESS NAME: Kiku Revolving Sushi

LOCATION: 8190 W. Union Hills Drive, Suite 155

APPLICANT: Amy Hong

ZONING: C-2

APPLICATION NO: 5-22349

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



17-85

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 05-02-17

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: **Kiku Revolving Sushi**

Business Address: **8190 W. Union Hills DR. #155**

Applicant/s Information

Name: **Hong, Amy**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/2/2012	Other Suites	New ownership call history beginning: 4/21/2017
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal	1		
Total calls for service	1	N/A	0

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Picard, Phillip Scott (Agent)
Kiku Sushi LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>5-3-17</u>
CID Lieutenant or Commander	<u>[Signature] 7042</u>	<u>5-4-17</u>
Deputy City Attorney	<u>_____</u>	<u>_____</u>
Chief of Police or designee	<u>[Signature]</u>	<u>5/4/17</u>



Legislation Description

File #: 17-243, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 WITH CLIFTONLARSONALLEN FOR EXTERNAL AUDIT SERVICES

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 of contract #C-8574-2, an agreement with CliftonLarsonAllen, for external audit services. The amendment extends the term of the contract for one year, ending July 4, 2018 and increases the contract not to exceed amount by \$50,000 from \$475,400 to \$525,400.

Background

Article VI, Section 16 requires the City of Glendale to obtain an independent annual audit of its financial statements. Specifically, Section 16 reads as follows:

Sec. 16. Independent annual audit.

Prior to the end of each fiscal year the council shall designate qualified public accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the city government and shall submit their report to the council and to the city manager. This section shall not preclude the city council from executing a contract with an accounting firm for more than one year subject to annual appropriation and a maximum three-year agreement.

Such accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the city government or of any of its officers. They shall not maintain any accounts or records of the city business, but, within specifications approved by the council, shall post-audit the books and documents kept by the city and any separate or subordinate accounts kept by any other office, department or agency of the city government.

In February 2013, the City issued a request for proposal (RFP) from qualified firms of certified public accountants to provide external audit services. CliftonLarsonAllen was selected as the top vendor for these services. The contract had an initial term of three (3) years with an option to renew for two (2) additional years on an annual basis.

Analysis

Under the terms of the amendment, CliftonLarsonAllen, a certified public accounting firm, would perform the annual financial audit of the City in accordance with generally accepted auditing standards, Government Auditing Standards, and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); provide an opinion on the City's fair presentation of the financial statements in conformity with accounting principles, generally accepted in the United States of America; provide an independent auditors' report on compliance and on internal control over financial reporting based on an audit of the financial statements; provide an independent auditors' report on compliance with requirements applicable to each major federal program and internal control over compliance in accordance with the Uniform Guidance; audit and provide an opinion on the City's Annual Expenditure Limitation Report; provides an opinion on compliance with the use of Highway User Revenue Funds in accordance with Arizona Revised Statutes; perform an attestation on Housing and Urban Development Financial Data Schedule (FDS); performs agreed-upon procedures and evaluate the City's compliance with the financial test option for its landfill as included in the Code of Federal Regulations (CFR), Subpart G, Title 40, Part 258, Section 74 (40 CFR 258.74); prepare the Internal Revenue Service (IRS) form 990 for the City's Municipal Property Corporation; prepare a letter to governance of auditors' comments and recommendations regarding internal control; prepare a management letter which identifies recommendations to enhance operational efficiency, implement best practices and plan for emerging issues (if applicable); present audit results to management and City Council; and serve as a resource to the City throughout the term of the contract.

Amendment No.2 extends the terms of the contract for one year, ending July 4, 2018 and increases the contract not to exceed amount by \$50,000 from \$475,400 to \$525,400. The original agreement approved by the Council included the option for CliftonLarsenAllen to perform additional services for the city at agreed upon hourly rates. During the fiscal year 2012-13 audit, the City incurred additional audit fees due to significant changes in key personnel and unexpected circumstances that required significant additional time to complete the financial audit. The City also engaged CliftonLarsonAllen's assistance to review the accounting for the refunding bonds issued in fiscal year 2014-15.

Previous Related Council Action

On February 7, 2017, staff and Mr. Dennis Osuch, a partner with CliftonLarsonAllen, presented the June 30, 2016 CAFR and reviewed the audit results.

On February 2, 2016, staff and Mr. Dennis Osuch, a partner with CliftonLarsonAllen, presented the June 30, 2015 CAFR and reviewed the audit results.

On January 20, 2015, staff and Mr. Dennis Osuch, a partner with CliftonLarsonAllen, presented the June 30, 2014 CAFR and reviewed the audit results.

On January 21, 2014, staff and Mr. Dennis Osuch, a partner with CliftonLarsonAllen, presented the June 30, 2013 CAFR and reviewed the audit results.

On June 25, 2013, the Council approved the agreement with CliftonLarsonAllen for external audit services.

Community Benefit/Public Involvement

The annual financial audit and issuance of a Comprehensive Annual Financial Report (CAFR) is an important element to the City's commitment to financial stability and transparency. In addition, the CAFR contains

information on the results of the financial transactions for the fiscal year and the rating agencies and investors use this report to analyze the financial health of the City.

Budget and Financial Impacts

Amendment No. 2 increases the contract not to exceed amount by \$50,000 from \$475,400 to \$525,400.

Cost	Fund-Department-Account
\$50,000	1000-11320-518200, 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. 2
PROFESSIONAL SERVICES AGREEMENT FOR EXTERNAL AUDIT SERVICES
(City of Glendale Professional Services Agreement RFP 13-35, Contract No. C-8574)

This Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2017, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Clifton Larson Allen, LLP, a certified public accounting firm authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Clifton Larson Allen, LLP (“Contractor”) previously entered into a Professional Services Agreement for External Audit Services, Contract No. C-8574, dated July 5, 2013 (“Agreement”); and
- B. The Agreement had an initial three-year term beginning July 5, 2013 through July 4, 2016 and provided the option to extend for an additional two (2) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from July 5, 2016 to July 4, 2017.
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from July 5, 2017 through July 4, 2018, 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 annual not to exceed compensation of the Agreement will be increased to \$525,400.

5. **Insurance Certificate.** Current certificate will expire on December 15, 2017 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

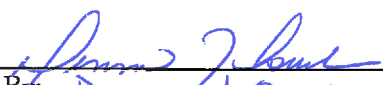
Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney


By: Dennis J. Osuch
Its: Principal



Legislation Description

File #: 17-265, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO THE CONTRACT WITH BERRY DUNN MCNEIL & PARKER, LLC, FOR ENTERPRISE RESOURCE PLANNING (ERP) SELECTION AND IMPLEMENTATION CONSULTING SERVICES

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. One to contract C-10993, an agreement with Berry Dunn McNeil & Parker, LLC (Berry Dunn), for ERP selection and implementation consulting services. The amendment extends the contract for a one-year period through June 27, 2018 and increases the not-to-exceed amount of the contract by \$535,000 from \$150,000 to \$685,000.

Background

Since 1995, the city has been using PeopleSoft's Human Capital Management (HCM) and Supply Chain Management (SCM) Financials ERP solutions. In the HCM system, the city has implemented the Core Human Resources, Payroll for North America and Time and Labor modules. In the PeopleSoft SCM/Financials, the city has implemented Purchasing, Accounts Payable and General Ledger. The city is considering replacing PeopleSoft with a software solution that is mid-range in terms of complexity (Tier 2), less demanding to implement and maintain, and smaller in size but robust and agile enough to fit the city's needs.

On January 2016, the city issued a request for proposals (RFP) for a consultant to provide services related to the procurement of a new ERP system and, optionally, to manage the implementation of the resulting ERP application. Berry Dunn was selected as the top vendor for these services.

On November 2016, the city issued an RFP for ERP software and implementation services to replace PeopleSoft. Tyler Technologies (Tyler) Munis was selected as the top ERP vendor. Munis is used by many similar organizations nationwide and several local cities in the Phoenix area.

Analysis

Berry Dunn is a consulting and certified public accounting firm with extensive experience in providing project management consulting services for enterprise-wide implementation projects. The firm's government consulting group has been providing management and information technology consulting services to clients in local government since 1986. In the last five years, Berry Dunn has provided Tyler Munis project management implementation services to the City of Surprise, Arizona; Washtenaw County, Michigan; City of Sioux Falls, South Dakota; City of Mesquite, Texas; and City of Boulder, Colorado. The proposed team members have implemented multiple public sector ERP systems and are certified Project Management Professionals (PMP).

Berry Dunn’s services include developing project initiation documents; conducting stakeholder meetings; leading weekly project team meetings; verifying that the ERP vendor deliverables are met; preparing monthly project status reports; conducting on-site project management activities; assisting in developing test scripts and managing testing activities; assisting the city in configuration of the software; documenting processes as they are developed; and developing and managing training activities.

Berry Dunn’s experience in implementing this software in other cities will be key to keeping the project on schedule and within budget. As project manager, they will assist the city in making decisions related to best practices, software optimization, and business process improvement. Without these services, the implementation could take longer and the software may not be implemented in the most efficient and effective manner.

Previous Related Council Action

On May 2, 2017 staff provided the City Council with follow-up information on the ERP project during the Budget Workshop.

On April 18, 2017, staff provided the City Council with additional information on the Enterprise Resource Planning (ERP) system selection project.

On March 21, 2017 staff provided the City Council with an update on the Enterprise Resource Planning (ERP) system selection project.

On June 28, 2016 Council approved contract C-10993 with Berry Dunn McNeil & Parker, LLC (Berry Dunn), for ERP selection and implementation consulting services.

Budget and Financial Impacts

The estimated cost of the implementation project management consulting services is \$535,000. The cost of the implementation project management consulting services will be allocated to the General Fund, Transportation, Water and Sewer, Landfill, and Sanitation.

Cost	Fund-Department-Account
\$535,000	2593-72000-518200, Professional & Contractual

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. ONE
PEOPLESOFT REPLACEMENT CONSULTANT
(RFP 16-19, Contract No. C-10993)

This Amendment No. One ("Amendment") to the PeopleSoft Replacement Consultant ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Berry Dunn McNeil & Parker, LLC, a Maine limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Berry Dunn McNeil & Parker, LLC ("Contractor") previously entered into an Agreement, Contract No. C-10993, dated June 28, 2016 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning June 28, 2016 through June 27, 2017 and provided an option to extend for an additional four (4) years in one year increments; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from June 28, 2017 through June 27, 2018, 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 City wishes to exercise Phase 6, Exhibit A of the Agreement, Section 1.4, "Optional Services", as defined specifically on the attached Exhibit A1.
- 4. **Compensation.** The original Agreement provided for implementation consulting services for the development of an RFP and the selection of an Enterprise Resource Planning (ERP) vendor for an amount not to exceed \$150,000. The Agreement also allowed for the City to exercise the option to have Contractor perform Project Management Implementation Services after an ERP vendor was chosen for a not to exceed amount of \$535,000 that includes estimated travel. The total amount of compensation is therefore amended to an amount not to exceed \$685,000.

5. **Insurance Certificate.** Current certificate will expire on April 30, 2017 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Berry Dunn, McNeil & Parker, LLC
A Maine limited liability company



By: Charles Snow

Its: Principal

**EXHIBIT A1 to Agreement C-10993
PEOPLESFT REPLACEMENT CONSULTANT**

As per Section 1.4 of the Agreement, a detailed work plan for accomplishing Phase 6, Implementation Project Management, and tasks requested by the City.

This work plan is based on providing our services for 20 months, or 87 weeks. Based on the City's current timeline, we would begin in June of 2017 with Project Initiation and extend through Phase 2 go-live and a month of project closure activities in January of 2019.

Project Initiation

1. **Develop Project Initiation Documents.** Based on our initial project planning discussions, we will draft a set of detailed Project Initiation Documents that encompass the full scope of the City's ERP implementation. These governance documents will include, but not be limited to, the following:
 - a. Project Charter
 - b. Change Management Plan
 - c. Stakeholder Register
 - d. Communication Plan
 - e. Risk and Issue Register
 - f. Status Report Template
 - g. Document Repository (i.e., SharePoint)

We will provide the Project Initiation Documents in draft version and then facilitate an on-site work session with the City Project Management team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final version.

Deliverable: D1. Project Initiation Documents

2. **Conduct Stakeholder Orientation Meetings.** Our team will facilitate a series of work sessions with key stakeholders and project groups, including the Project Sponsor and Project Management Team, to clarify roles and responsibilities and prepare the respective stakeholder groups to be effective in their assigned roles. In our experience, this early orientation can have a lasting impact on the project, such that resources are ready and able to provide their input when needed. We have planned for a series of meetings to occur over one day on site at the City.

Deliverable: D2. Stakeholder Group Orientation

Ongoing Project Management Services

BerryDunn will serve in a project management role during the system implementation, acting on behalf of the City. The greatest benefit we can offer the City is our structured and proactive approach, which includes planning for upcoming tasks and mitigating risks and issues before they can impact a project's

success. Our assumption is that City resources will participate in the testing, training, and data conversion activities and that the BerryDunn Project Manager will oversee these activities.

Table 2 summarizes the project management services and deliverables BerryDunn would provide, as well as the amount of hours planned for each.

Table 2: BerryDunn Ongoing Project Management Services

Activity/Deliverable	Description	Estimated Hours
Lead Weekly Project Team Meetings	BerryDunn will lead the weekly project management meetings between the City and the vendor via teleconference and in person during on-site weeks. Following each meeting, we will produce minutes and submit them for the Project Team's review and approval.	696
Review of Implementation Vendor Deliverables	BerryDunn will provide a written assessment of implementation vendor deliverables, selected in cooperation with the City. These reports will include prioritized findings for the City to address with the implementation vendor prior to approving the deliverable. Four reviews are planned for.	120
Monthly Project Status Reports and On-Site Project Management Activities	The Monthly Project Status Reports will describe the activities that BerryDunn staff performed during the previous reporting period, planned activities for the upcoming reporting period, risks and issues associated with the implementation, and recommendations for addressing these risks and issues. We will consider needed change management actions as part of these recommendations. Additionally, the Reports will outline the activities/mitigation techniques being employed by the City and the implementation vendor to resolve previously identified risks and issues that are still being monitored by our team.	1,388
Test Scripts and Management of Testing Activities	BerryDunn will lead system, parallel, stress, and user acceptance testing, including collaboratively developing a test plan and scripts with the City's project leads, on-site facilitation of testing activities, and recommendations for modifications to increase the likelihood of success. This testing will include all functional aspects in focus, as well as the user security matrix previously developed as part of configuration and analysis. In addition, we will facilitate the City's decision-making related to resolving identified defects or needs for business process redesign.	225
Management of Training Activities	BerryDunn will provide training oversight including developing the training plan and training materials, conducting random spot checks of the training activities, providing recommendations for modifications to the training delivery, and providing feedback on training documentation. This will include leading the team assigned to the development of user manuals.	275

Activity/Deliverable	Description	Estimated Hours
Project Closeout and Lessons Learned	Following the go-live of Phase 2, we will lead the Project Team through the process of formally closing the project, including contract reconciliation, management of any outstanding implementation items, recommending approaches to successfully transition to the support/operations phases, and facilitating a Lessons Learned meeting.	80

BerryDunn Project Team

We are pleased to propose to the City an experienced team with skillsets specifically selected for the project and the understanding of the necessary expertise to be successful with the ERP system implementation.

We are pleased to propose Clark Lathrum as Project Manager for this engagement. Clark is a seasoned Project Manager with over 30 years' experience including at the executive level of IT for the State of Arizona. Clark is based in our Phoenix Office and will be supported by a consulting team specifically selected for this project. Our proposed team, introduced in Table 3, offers direct experience in ERP system implementations.

Table 3: Proposed Project Team

Project Role/Name/Title	Responsibilities
Project Principal Chad Snow, PMP, CFE <i>Principal</i>	As Project Principal, Chad will have overall responsibility for the services provided to the City, ensuring that the City's project goals and objectives for the project are met.
Engagement Manager Seth Hedstrom, PMP <i>Senior Manager</i>	As engagement manager, Seth will work with the project manager to monitor the progress of the project and track the initiation and completion of tasks and milestones. With the Project Manager, he will oversee the quality and timeliness of all deliverables. Seth will maintain involvement throughout the implementation and at key points such as when issues arise to be escalated for resolution, Steering Committee meetings and management, and advocating for the City if issues require escalation within Tyler Executive Leadership. Seth will contribute his expertise in overseeing and managing ongoing and completed Munis ERP implementations including for the cities of Santa Fe, New Mexico, Surprise, Arizona and Bloomington, Minnesota.
Project Manager Clark Lathrum <i>Senior Consultant</i>	Clark will serve as the Project Manager for the City's implementation. In this role, he will lead the delivery of our services and serve as the City's point of contact with the software vendor. Clark will call upon our additional team members as needed throughout the project including those with prior Munis implementation experience when that perspective will benefit the City.

Project Role/Name/Title	Responsibilities
	<p>Clark will contribute his Project Management experience throughout the project from his 30 years in the public sector including his time with the State of Arizona overseeing the State's ERP initiative and other projects he oversaw as the PMO Lead.</p> <p>Clark's extended resume is included in the following pages.</p>
<p>Business Analysts Michele Dotson, MPA, PMP <i>Senior Consultant</i> Marcey McHatten, PMP <i>Senior Consultant</i> Pam Coleman <i>Senior Consultant</i></p>	<p>Michele, Marcey, and Pam will all serve as additional resources to support the success of the implementation as coordinated by Clark. Our three business analysts are uniquely positioned to benefit the City:</p> <ol style="list-style-type: none"> 1. As a Management Analyst for the City of Mesquite, Texas, Michele was the project lead for a city-wide, three-year Munis ERP implementation, with direct responsibility for communications and change management efforts. Since joining the firm, Michele has been involved in Munis ERP implementations with over five municipalities including acting as the Project Manager for the Munis implementation in Surprise, Arizona. In addition, Michele is a Prosci® Certified Change Management Practitioner. 2. Marcey is an experienced project manager for a variety of ERP software implementations. Most recently Marcey led the implementation of Munis in Boulder, Colorado and she is currently serving as the City of College Station's Project Manager for their Munis implementation. 3. Pam spent eight years employed by Tyler Technologies as an Implementation Consultant prior to joining BerryDunn. During this time, she served as the lead implementer for some of the most complex implementations of Munis focused in the areas of human resources and payroll.
<p>Additional BerryDunn Resources</p>	<p>BerryDunn's team will also include Consultant(s) and/or Senior Consultant(s) from BerryDunn's Government Consulting Group, made up of over 90 personnel. These resources will support the Project Team with efforts as needed.</p>

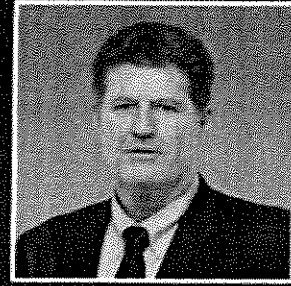
CLARK LATHRUM □ SENIOR CONSULTANT

Phoenix, Arizona Office

Clark is an experienced CIO, IT Director, and Project Manager with more than thirty years in the public sector managing, developing, enhancing, testing and implementing diverse software applications and complex infrastructure projects. He applies his skills to help our government clients capitalize on opportunities through technology and process improvement that align with government objectives and business goals. He is a past member of the State of Arizona CIO Council.

Qualifications & Experience

- ✓ **Project Management:** Throughout Clark's 30-year career in the public sector, he has managed a diverse set of projects. This experience contributes to his ability to balance stakeholder requirements to achieve project objectives. In his most recent position with the State of Arizona, Clark provided project oversight for the Business Re-Engineering Arizona (BREAZ) project. BREAZ is a state-wide initiative to transform Arizona's business processes and the replacement the State's legacy accounting system with CGI ERP. His oversight responsibilities included project monitoring and reporting to interested stakeholders such as the State CIO, Information Technology Authorization Committee (ITAC), and Joint Legislative Budget Committee (JLBC).
- ✓ **Enterprise Software Replacement Lifecycle:** Clark is experienced in all lifecycles of enterprise software planning, selection, and implementation. His experience includes the key activities of defining stakeholder requirements, soliciting solutions, and managing implementations.
- ✓ **Leveraging Technology for Process Improvement:** During his tenure with the Arizona Corporation Commission, Clark developed and implemented technology strategic plans, goals, objectives, and budgets to meet agency objectives. He successfully drove the technology component of process improvement initiatives for the agency and, through ongoing collaboration with agency executives and senior management, he identified opportunities for expanded integration of technology into business processes.
- ✓ **Project Management Office (PMO) Formation and Administration:** In his prior role as CIO for the Arizona Corporation Commission, Clark led the establishment of a PMO and related methodologies, templates, and reporting



Education

- ❖ Computer Information Systems, Rio Salado College
- ❖ Administrative Management, Arizona Government University

Associations

- ❖ International Association of Commercial Administrators (IACA)
- ❖ State of Arizona CIO Council – Past Member

structures. Once formed, Clark oversaw the activity of teams within the PMO to streamline project delivery and improve outcomes.

Prior Organizational Experience

Arizona Department of Administration: As an Engagement Manager, Clark served as a consultant to stakeholder agencies by advising them in the areas of strategic planning, development of project objectives, business cases and requirements, project management, budgeting, and reporting. In this role, he was a key team member of multiple department lean transformation initiatives.

Arizona Corporation Commission: First as a Chief Information Security Officer, and then as CIO, Clark provided technology vision, leadership, and strategy with a focus on improving operational efficiency, reducing operational costs, and increasing technology availability. During his tenure he established a centralized agency-focused IT organization; mentored numerous Project Managers, Application Developers/Programmers, and Business Analysts; and established a PMO that streamlined project delivery and implementation.

Professional Services Commitment

We are committed to providing an experienced and qualified project team for this engagement in accordance with the following:

- A. We will provide a Project Manager and supporting team with the necessary experience and qualifications to effectively and efficiently complete our proposed services. We will deliver these services in accordance with our Professional Services Agreement and any applicable City policies.
- B. Once our Project team is assembled we will not remove staff and personnel from their assigned Project roles without reasonable prior notice and good cause and we will work to mitigate project impacts after any such removal. We commit to replacement resources having sufficient experience and qualifications to effectively and efficiently complete our proposed services, without additional cost to the City.
- C. In the event our personnel is/are not providing services consistent with our services commitment and any applicable City policies, you will notify us of that deficiency in writing and give us thirty days to correct it. In the event the deficiency persists, we will replace that Project member, upon written request and demonstration of good cause. Replacement staff will have the reasonably equivalent experience and qualifications as the person being replaced. Should the replacement of staff cause additional work on our part, the City will not bear the cost for this work.

Project Cost Estimates

We have provided anticipated hours for our proposed project management services in Table 3. The hour estimates are based on BerryDunn's experience with similar projects. BerryDunn does not charge for time spent traveling, so these estimates are reflective only of the time BerryDunn team members will be working on the City's project. The hours in Table 4 are proposed on a not-to-exceed basis to deliver the services described in Table 2 based upon the City's planned two-phase implementation of the functional areas prescribed in the City's RFP 17-05 with go live dates of Phase 1 on July 1, 2018 and Phase 2 on January 1, 2019. We will respectfully request to modify our anticipated hours in accordance with the change request process prescribed in our Professional Services agreement if the City requests our teams to deliver additional services beyond those prescribed in this Statement of Work, changes the functional areas being implemented, or extends the implementation timeline beyond the 24-month period planned for.

Table 4: Not to Exceed Fees for Project Management (87 Weeks)

Item	Cost
Project Management Services <i>32 hours per week for a total of 2,784 hours, at a rate of \$180 per hour</i>	\$501,120

We plan to utilize local resources for the project whenever possible, in order to limit travel expenses. On occasion, we will leverage specific team members for key milestones including Executive Team Meetings, business process review, and User Acceptance Testing. Travel expenses may be incurred for these resources if they come from other Berry Dunn office locations outside of the State of Arizona. The estimated expenses for travel are provided in Table 5. All travel shall follow the City of Glendale, Arizona's travel policy

http://gmn.glendaleaz.com/Finance/documents/FAP7TravelPolicy_Final8_26_16.pdf

Table 5: Estimated Travel Expenses

Item	Cost
Travel Expenses (Estimated) <i>An average of one trip per month for a total of 20 trips, at \$1,600 per trip</i>	\$32,000

We will submit monthly project invoices for the hours utilized and maintain a tracker of any variance against estimates in a particular month. Monthly invoices will also include actual travel expenses, as incurred.



Legislation Description

File #: 17-267, Version: 1

AUTHORIZATION TO ENTER INTO A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a service agreement with Tyler Technologies, Inc., (Tyler) for ERP software. This is also a request for Council to approve the expenditure of funds in a not to exceed amount of \$5,393,600 which includes \$1,257,000 for one-time implementation costs and \$4,136,600 in Software-as-a-Service (SaaS) Fees for the first five years of the agreement. The initial term of the service agreement is five (5) years and the agreement also contains the option to extend the agreement for an additional five (5) years in one (1) year increments; however, any extension of the agreement beyond the first five-year period will require future Council approval because it would bring the total dollar amount of the agreement above the not-to-exceed amount.

Background

Since 1995, the city has been using PeopleSoft's Human Capital Management (HCM) and Supply Chain Management (SCM) Financials ERP solutions. In the HCM system, the city has implemented the Core Human Resources, Payroll for North America, and Time and Labor modules. In the PeopleSoft SCM/Financials, the city has implemented Purchasing, Accounts Payable and General Ledger. The city is considering replacing PeopleSoft with a software solution that is mid-range in terms of complexity (Tier 2), less demanding to implement and maintain, and smaller in size but robust and agile enough to fit the city's needs.

On January 2016, the city issued a request for proposals (RFP) for a consultant to provide services related to the procurement of a new ERP system and, optionally, to manage the implementation of the resulting ERP application. BerryDunn was selected as the top vendor for these services and BerryDunn and the city began the ERP System Selection Project in July 2016.

The focus of the ERP System Selection Project has been to identify, define, evaluate and plan for the replacement of the existing system software and for any other relevant applications that support related business processes. The city assessed the current environment and conducted a comprehensive evaluation of the various applications currently in use throughout the city, examined the city's business needs and considered best practices in municipal agencies to determine the requirements and desired functionality for the future system.

Analysis

On November 2016, the city issued an RFP for ERP software and implementation services to replace

PeopleSoft. The city received three responses to the RFP and those proposals were evaluated by a team comprised of employees from the Human Resources, Budget and Finance, and Innovation and Technology Department. As part of the evaluation process, the top three vendors were invited to demonstrate their software products. Each vendor was provided the same script that included scenarios for each functional area of the project and discussion items related to technical and implementation considerations. Employees from throughout the city participated in the demonstrations and provided their input to the evaluation team.

For the top two vendors, the city completed web-conference sessions to complete and in-depth view of the software's functionality; made written inquiries to the vendors to clarify statements and receive Best and Final Offer (BAFO) pricing; and performed reference checks and/or site visits to current users of these software systems.

The team scored Tyler's Munis ERP (Munis) software highest based upon the cumulative results of the evaluation process. Tyler is a leading provider of information management solutions and services to local governments. Tyler's business units have provided software and services to local governments for more than forty years.

Munis is an ERP solution designed specifically for governments and schools that is continually enhanced through an upgrade process. Munis will provide the city with a highly functional end-to-end Finance, Payroll, and Human Resources system that has been successfully implemented by many similar organizations nationwide and several local cities in the Phoenix area.

If this item is approved, the city would begin implementing Munis Financials, Human Capital Management and Payroll modules. The modules are fully integrated and allow users to consolidate budget, accounting, payables, payroll, human resources, and project accounting in one software application. This will create efficiencies by decreasing the use of duplicate data entry and disparate systems. The modules seamlessly share information in real-time, allowing users to follow the trail of transactions throughout the system.

The Financials module is designed to streamline the management of critical financial processes throughout the organization. In the Financials module, the city would be implementing General Ledger, CAFR Statement Builder, Fixed Assets, Budgeting, Project and Grant Accounting, Purchasing, Bid Management, Contract Management, Procurement, Vendor Self-Service, Accounts Payable, Employee Expense Reimbursement, and Purchasing Card Reconciliation.

The Human Capital Management and Payroll module integrates all the tools and processes associated with people and performance. In the Human Capital Management and Payroll Module, the city would be implementing Payroll, Time Entry, Applicant Tracking, Human Resources and Talent Management, Recruiting, Risk Management, and Employee Self-Service.

The service agreement is a SaaS (Cloud) deployment, where 100% of the software, system and infrastructure, upgrade, and maintenance is handled by Tyler including 24/7 disaster recovery services. Full implementation is scheduled to be completed within 18 months of the project kick-off.

Previous Related Council Action

On May 2, 2017 staff provided the City Council with follow-up information on the ERP project during the Budget Workshop.

On April 18, 2017, staff provided the City Council with additional information on the Enterprise Resource Planning (ERP) system selection project.

On March 21, 2017, Staff presented to City Council an update the ERP System Selection Project.

On June 28, 2016, the City Council approved an agreement with BerryDunn for ERP selection and implementation consulting services.

Community Benefit/Public Involvement

A fully integrated ERP solution will streamline business processes, increase efficiency and productivity, improve reporting capabilities, improve compliance with regulatory requirements, increase transparency, and improve customer service. The SaaS deployment model will result in the product being continually updated with the latest technology and eliminate the need to upgrade the software in the future.

Budget and Financial Impacts

The contract not to exceed amount for the first five years of the agreement is \$5,393,600 (\$1,257,000 one-time implementation cost and \$4,136,600 SaaS Fees for five years).

The SaaS fees for the first five years of the agreement are as follows: Year 1: \$143,248; Year 2: \$998,338; Year 3: \$998,338; Year 4: \$998,338; Year 5: \$998,338. For year 6, Tyler will limit the increase to the annual SaaS fees payable to five percent (5%). Tyler will not increase the annual SaaS fees payable for Years 7 and 8. Rates in effect after year 8 shall be based on Tyler’s then current rates.

The one-time implementation cost and annual SaaS fees will be allocated to the General Fund, Transportation, Water and Sewer, Landfill, and Sanitation. Expenditures in subsequent years will be dependent on available appropriation.

Cost	Fund-Department-Account
\$2,398,586	2593-72000-550900, Software-Capital
\$2,995,014	2591-18402-522700, Software Maintenance

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



MUNIS – SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Glendale, Arizona.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data for Tyler Content Manager identified in the Investment Summary, which shall not exceed 2 terabytes of Data at any time. Tyler will conduct periodic reviews of Client's use of the Data Storage Capacity and if such use exceeds 2 terabytes (or the then-current purchased amount), Tyler will provide additional data storage in increments of 200 gigabytes at a cost of \$1,000 per year per 200 gigabytes. Tyler will not immediately suspend any SaaS Services under this Agreement due to Client exceeding its Data Storage Capacity without first attempting to resolve the dispute in accordance with Section H(3) of the Agreement. Other than the foregoing limitation, this Agreement sets no storage capacity limitations on the hosted applications.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal included in the Best and Final (BAFO) response to Attachment B from the City RFP, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in updated Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as set forth in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by the party who fails to comply with its obligations as expressed by this Agreement.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Term Start Date”** means the first day of the first month following the Effective Date.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached hereto as Exhibit D by mutual agreement.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, authorized to do business in the State of Arizona.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no physical delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional Defined Concurrent Users or additional Data Storage Capacity upon the terms set forth in Section H(1).
3. Ownership. You retain all ownership and intellectual property rights to the Data. Certain Data provided by the City is considered confidential and may not be disclosed pursuant to State law. Disclosure of confidential data may be a breach to this Agreement and cause for its termination in accordance with its terms. We shall return to you all Client-owned or provided property and Data that is no longer needed to perform our obligations under the non-terminated portions of the Agreement within fifteen (15) days of the termination or expiration of this Agreement. We are responsible for and must account for all Client-owned or provided property and Data in the possession of Tyler, and we shall bear the risk of loss for such property and Data while in our sole possession. Client-owned or provided property and Data may only be used by us in connection with the performance of our obligations under the Agreement. We acknowledge that we have no implied license to use the Client-owned or provided property or Data other than for Client's benefit as contemplated under the Agreement.
4. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
5. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
6. Disentanglement. Upon termination or expiration of this Agreement, we will cooperate with you and any alternate service provider designated by you and otherwise promptly take all reasonable actions required to assist you in effecting a complete disentanglement. We will provide all information and assistance regarding the terminated services required for disentanglement, including data conversion, interface specifications, and related professional services. We will provide Data back to Customer in a standard Microsoft sql backup file at no cost. We will provide for the prompt and orderly conclusion of all work, as you may direct, including completion or partial completion of projects, documentation of all work in progress, and other measures to assure an orderly transition to you or your designee. All such activities and services relating to disentanglement (collectively "Disentanglement Services") will be billed to you on a time and materials basis in accordance with our then-current pricing. Disentanglement Services will include developing an orderly transition plan and giving you the right to obtain or continue to use any hardware or software, or obtain any third party contracts, to the extent reasonable. Notwithstanding the foregoing, you will not owe any charges for Disentanglement Services to the extent you terminated this agreement pursuant to Section F(2.2) (For Cause) or (2.5) (Conflict). Upon written authorization by you, we will destroy all Data, including Client Data stored on system backups, temporary files, or other storage media. Once the destruction of Data is complete, we will send notification to you that the Data has been destroyed and cannot be reproduced.
7. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau

use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

8. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process. Except for methods required for security purposes, as of the Effective Date, Tyler warrants that the Software will be free from any viruses, worms, disabling programming codes, instructions or other such items that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the Software.
9. Solution Longevity. Provided adherence to the use and payment obligations in this Agreement, Tyler certifies that the Tyler Software listed in the Investment Summary will remain available and supported for a minimum of seven (7) years from the Effective Date.
10. SaaS Services.
 - 10.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of this Agreement and upon your written request, we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the Agreement is in effect, Tyler shall notify City within 30 days if Tyler is non-compliant.
 - 10.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated solely for the City's data storage and use, which is inaccessible to our other customers.
 - 10.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of Force Majeure or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld or delayed. For the purposes of this Section 10.3 and Section 10.4, a "disaster" shall be that point at which Tyler abandons data restoration efforts in the hosting facility in which your data is located and commences data restoration efforts in an alternate hosting location.
 - 10.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 10.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. In the event we detect unauthorized access to your databases resulting from a breach or failure to follow security protocols, we will provide notice to you if and as required by applicable state data breach notification law (Ariz. Rev. Stat. § 18-545). In any event, we will reasonably cooperate with

you in providing information to enable you to meet your obligations under applicable state data breach notification law. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

10.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule at no cost to the City.

10.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results of our last performed non-client specific Disaster Recovery tests to you within a commercially reasonable timeframe after receipt of the request, not to exceed two (2) weeks' time, after receipt of the request.

10.8 We provide secure data transmission paths from each of your workstations to our servers.

10.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. Tyler warrants that it will not knowingly assign employees to your project who would have access to Client Data if such employees have been convicted of data or identity theft or other crimes that would make them unfit to service the City as a client under this Agreement. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Personnel Assignments and Changes. After the Effective Date, and in coordination with the Project kick-off activities identified in the Statement of Work, we will make project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for our personnel that are allocated for potential onsite services on your project. You agree that those resumes are for your information and planning purposes only. Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove that staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. In the event our personnel is/are not providing services consistent with our services warranty, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that personnel, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience as the person being replaced. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, prior to rendering services, in accordance with contractual requirements.

3. Professional Services Fees. You agree to pay us the professional services fees in accordance with this Agreement, including the Invoicing and Payment Policy in the amounts set forth in the Investment Summary. The amounts for professional services set forth in the Investment Summary shall not be exceeded without a duly executed written amendment to this Agreement, as further provided in Section C(3). We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
4. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. Tyler certifies, that in its professional judgment, the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided each party timely meets its obligations under the Agreement. If additional work (inclusive of software modifications) is required, or if you use or request additional services, we will provide you with a written quote and proposal for amending to this Agreement, including the costs for the additional work. The price quotes in the written proposal will be valid for thirty (30) days from the date of the quote. We acknowledge and agree that you may identify functionality that was not documented as a requirement in your RFP or addressed in our Proposal, and you may request that this functionality be provided during the implementation. There may be occasions when that functionality is easily delivered, and no cost will be associated.
5. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all non-refundable expenses incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. In the event we provide services that do not conform to this warranty, we will re-perform or provide such remedial services as the parties may agree at no additional cost to you. Nothing in this provision shall be construed to prevent the City from pursuing remedies it otherwise has available at law.
7. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies in effect as of the Effective Date, and thereafter as mutually agreed to by you and us.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. Neither party not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing

and Payment Policy, but subject to Section E(2) below, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the current version and the immediately prior version);
- 9.2 provide telephone support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all major and minor releases of the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 9.6 Updates to Tyler software will only be applied upon the City's request and on a schedule mutually agreed upon by the parties, subject to Tyler's then-current release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Tyler will use all reasonable efforts to utilize SecureLink, the City's preferred third party secure unattended connectivity tool. In the event, additional tools such as Bomgar or GoToAssist are needed, Tyler will work with the City on a case-by-case basis. Therefore, you agree to maintain a high-speed internet connection capable of connecting us remotely to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes, but this recommendation is not a requirement imposed on the City under this Agreement.

Tyler's SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Tyler's Support Call Process. Requested services such as those outlined in this section will only be provided after receiving your written authorization and would be billed to you on a time and materials basis as indicated in a written, signed amendment to this Agreement. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in this Agreement, including the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software

and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the dispute so that we can respond with either a justification of the invoice, an adjustment to the invoice, or a proposal to resolve the dispute. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we resolve the dispute in accordance with this section or Section H(3) below, if and as applicable. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. Tyler will continue to provide services while an invoice is in dispute and during any informal or formal dispute resolution process provided it is reasonable to do so under the circumstances.

We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial Term of this Agreement is five (5) years. The Term shall begin on the first day of the month following the Effective Date, unless earlier terminated as set forth below, and expire on the 5-year anniversary of such date, unless extended and renewed by the mutual agreement of the parties. This Agreement may be extended and renewed for five (5) additional one (1) year renewal terms. The City will provide notice to Tyler in writing at least thirty (30) days prior to the end of the initial term or any subsequent renewal term of this Agreement of its intent to exercise any remaining renewal option and continue services, to the extent permitted by law. Unless the term is extended, the City's right to access or use the Tyler Software and the SaaS Services will terminate at the end of the then-current term period.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed

fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.1.1 For Cause. The Client has the right to terminate this Agreement at any time if Tyler breaches any term or condition hereof. Prior to such termination becoming effective, the Client will provide Tyler a notice and a 30-day opportunity to cure the alleged breach. The Client may terminate the Agreement at the conclusion of the "cure" period by providing Tyler an additional notice, may extend the "cure" period, allowing Tyler additional time to return to compliance, or may invoke the Dispute Resolution clause set forth in Section H(3).
 - 2.1.2 For Convenience. The City has the right to terminate this Agreement at any time after the second anniversary of the Effective Date, without cause and without penalty, and even if Tyler does not breach any term or condition hereof.
- 2.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more subject to the provisions of H(10).
- 2.3 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.4 Conflict. You may cancel this Agreement in the event of a breach of the terms of A.R.S. § 38-511.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment

(or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section does not prevent the City from pursuing remedies it may otherwise have available at law.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability on an "occurrence" basis for bodily injury and property damage including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 Aggregate.; (b) Automobile Liability covering any auto (Code 1), hired autos, (Code 8) and non-owned autos (Code 9), with limit

no less than \$1,000,000 per accident for bodily injury and property damage; (c) Professional Liability of at least \$3,000,000 per occurrence or claim. Policy shall include cyber liability with individual and privacy notification costs, regulatory defense and penalties, cyber extortion and data protection loss. The minimum limit for individual notification costs shall not be less than \$2,000,000 per occurrence or claim. If policy is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (d) Workers Compensation per Arizona statutory requirements and Employer's Liability with limits no less than \$1,000,000 per accident for bodily injury or disease; and (e) Excess/Umbrella Liability policy of at least \$5,000,000. The Client, its officers, officials, employees, and volunteers are to be named as additional insureds on the CGL policy and Auto policy, which will automatically add you as an additional insured to Tyler's Excess/Umbrella liability policy. Tyler will provide the City with copies of certificates of insurance prior to the commencement of any work. Failure to provide the required documents shall not waive Tyler's obligation to provide them.

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

Tyler shall provide notice to Client within thirty (30) days of cancelation or non-renewal of any coverage set forth above.

Insurance for professional liability shall be maintained **for at least two (2) years after completion of the contract work.**

WAIVER OF SUBROGATION

Tyler hereby grants to Client a waiver of any right to subrogation for CGL and Auto coverage under this Agreement and Worker' Compensation coverage under this Agreement which any insurer of Tyler may acquire against the Client by virtue of the payment of any loss under such insurance. Tyler agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurers must be authorized to conduct business in the State of Arizona as authorized by the Department of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

Verification of Coverage

Tyler shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Client's contact before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** Failure to obtain the required documents prior to the work beginning shall not waive Tyler's obligation to provide them.

Subcontractors

Tyler shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

The parties hereto reserve the right to modify these requirements, including limits, based on the

nature of the risk, prior experience, insurer, coverage, or other special circumstances, in a subsequent written and signed amendment to this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. In accordance with Sections B(2) and C(2), without limitation, the prices set forth in Exhibit A are agreed upon for the scope of software and services set forth herein. We will not increase without mutual written agreement of the parties.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. **Dispute Resolution.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
 - 3.1 **Application.** The provisions of this section will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement, including any disputes regarding payment and any alleged breaches of this Agreement.
 - 3.2 **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 within thirty (30) days of becoming aware of such Dispute.
 - 3.3 **Informal Resolution.** When a Dispute notice is given, each party will designate a member of its senior management who will be authorized to expeditiously resolve the Dispute.
 - i. 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;
 - ii. The parties' senior managers will meet within 15 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - ii. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.
 - 3.4 If the parties are unable to resolve the Dispute by negotiation within 60 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, either party may assert whatever rights, claims, remedies or defenses it has in a court of competent jurisdiction in the State of Arizona.
 - 3.5 **Costs.** The non-prevailing party, will pay all of the prevailing party's costs and expenses, including reasonable attorney's fees and court costs, if so ordered by a Court of competent jurisdiction or required by applicable law.
 - 3.6 Unless otherwise agreed to in writing, Tyler must continue to perform and maintain progress of required Services during any Dispute resolution process or court proceedings, and City will continue to make payment to Tyler in accordance with this Agreement for any matters not in dispute.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied and will comply with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. To the extent applicable under A.R.S. § 41-4401, we will comply with the E-Verify requirements under A.R.S. § 23-214(A) and will reasonably cooperate to provide evidence of compliance therewith.
7. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in §A.R.S. 34-393.
8. Subcontractors. We will not subcontract any services under this Agreement.
9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
10. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities.
11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
12. Entire Agreement; Amendment. This Agreement and all associated Exhibits represent the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior

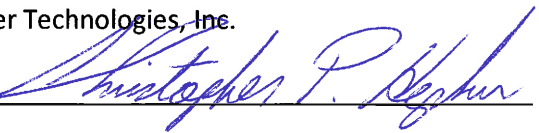
agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement incorporates the following attachments in descending order of constructive precedence: (1) this Agreement, (2) Tyler's Proposal and Best and Final Offer, attached hereto as Exhibit F, and (3) the City's RFP 17-05 Requirements attached hereto as Exhibit G. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Confidentiality. Both parties recognize that their respective employees, officers, elected officials, and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees, officers, elected officials, or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. We recognize and agree that we have the obligation to obtain necessary local business licenses in accordance with relevant law. The City has no obligation to approve or assist in the preparation of any such application for a license and cannot and will not provide Tyler with legal advice regarding any relevant permitting process.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Arizona, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |
| Exhibit F | Tyler's Proposal and Best and Final Offer to RFP 17-05 |
| Exhibit G | Glendale, AZ RFP 17-05 Requirements |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 

Name: Christopher P. Hepburn

Title: President, ERP & School Division

Date: June 2, 2017

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Glendale, Arizona

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

City of Glendale, Arizona
5850 W Glendale Avenue, Suite 317
Glendale, AZ 85301
Attn: Connie Schneider, C.P.M.

Copy to:
City of Glendale, Arizona
5850 W Glendale Avenue
Glendale, AZ 85301
Attention: Glendale City Attorney



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of Page Intentionally Blank]



Quoted By: Jennifer Wahlbrink
 Date: 3/23/2017
 Quote Expiration: 9/18/2017
 Quote Name: City of Glendale, AZ-ERP-Munis
 Quote Number: 2017-27398
 Quote Description: 3-22-17

Sales Quotation For
 City of Glendale
 5800 W Glenn Drive Suite 140
 Glendale, Arizona 85301
 Phone (877) 800-2601

		One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost Data Conversion
Financial:				
Accounting/GL/BG/AP	5	\$188,496.00	83	\$105,825.00 \$29,500.00
Bid Management	5	\$22,176.00	15	\$19,125.00 \$0.00
Capital Assets	5	\$47,309.00	23	\$29,325.00 \$8,500.00
Contract Management	5	\$21,085.00	15	\$19,125.00 \$0.00
Employee Expense Reimbursement	5	\$17,741.00	15	\$19,125.00 \$0.00
Project & Grant Accounting	5	\$29,568.00	14	\$17,850.00 \$0.00
Purchasing	5	\$82,931.00	63	\$80,325.00 \$0.00
Human Capital Management:				
Human Resources & Talent Management	5	\$19,606.00	20	\$25,500.00 \$0.00
Payroll w/ESS	5	\$58,854.00	45	\$57,375.00 \$34,000.00
Recruiting	5	\$10,208.00	6	\$7,650.00 \$0.00
Risk Management	5	\$30,976.00	14	\$17,850.00 \$0.00
Revenue:				
Accounts Receivable	5	\$41,184.00	35	\$44,625.00 \$0.00

SaaS

Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
General Billing	5	\$19,360.00	21	\$26,775.00	\$8,800.00
Productivity:					
eProcurement	5	\$32,525.00	1	\$1,275.00	\$0.00
Munis Analytics & Reporting (SaaS)	5	\$101,520.00	33	\$42,075.00	\$0.00
Tyler Content Manager SE	5	\$52,800.00	13	\$16,575.00	\$0.00
Tyler Forms Processing	5	\$14,040.00	0	\$0.00	\$0.00
Additional:					
CAFR Statement Builder	5	\$24,640.00	5	\$6,375.00	\$0.00
ExecuTime Advanced Scheduling	5	\$26,043.00	0	\$0.00	\$0.00
ExecuTime Advanced Scheduling Mobiles	5	\$1,568.00	0	\$0.00	\$0.00
ExecuTime Telestaff Interface	5	\$2,131.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance	5	\$27,698.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Import	5	\$1,771.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Mobiles	5	\$1,991.00	0	\$0.00	\$0.00
		Sub-Total:		\$536,775.00	\$80,800.00
				<u>\$48,901.00</u>	<u>\$0.00</u>
		TOTAL:	421	\$536,775.00	\$80,800.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
5yr Closed Purchase Order History	\$0.00	0	\$0.00	\$6,075.00	\$6,075.00	\$0.00
Detailed GL History Conversion	\$0.00	0	\$0.00	\$30,000.00	\$30,000.00	\$0.00
TOTAL:	\$0.00	0	\$0.00	\$36,075.00	\$36,075.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	24	\$7,500.00	\$0.00	\$180,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
API/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
ExecuTime Advanced Scheduling Implementation	14	\$1,275.00	\$0.00	\$17,850.00
ExecuTime Time & Attendance Implementation	26	\$1,275.00	\$0.00	\$33,150.00
P-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
Post Live Implementation Days	40	\$1,275.00	\$0.00	\$51,000.00
Project Planning Services	1	\$16,000.00	\$0.00	\$16,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial	1	\$3,400.00	\$0.00	\$3,400.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Personnel Action	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$327,200.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$827,320.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$980,850.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00

Summary	One Time Fees	Recurring Fees
Summary Total	\$982,500.00	\$827,320.00
Contract Total (Excluding Estimated Travel Expenses)	\$5,119,100.00	
Estimated Travel Expenses	\$274,500.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
5yr Closed Purchase Order History	\$6,075.00	\$0.00	\$6,075.00
Accounting - Actuals	\$7,050.00	\$0.00	\$7,050.00
Accounting - Budgets	\$7,050.00	\$0.00	\$7,050.00
Accounting Standard COA	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable - Checks	\$3,400.00	\$0.00	\$3,400.00
Accounts Payable - Invoice	\$5,000.00	\$0.00	\$5,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Capital Assets - History	\$3,500.00	\$0.00	\$3,500.00
Capital Assets Std Master	\$5,000.00	\$0.00	\$5,000.00
Detailed GL History Conversion	\$30,000.00	\$0.00	\$30,000.00
General Billing - Bills	\$6,000.00	\$0.00	\$6,000.00
General Billing Std CID	\$2,800.00	\$0.00	\$2,800.00
Payroll - Accrual Balances	\$3,000.00	\$0.00	\$3,000.00
Payroll - Accumulators	\$2,300.00	\$0.00	\$2,300.00
Payroll - Certifications	\$3,000.00	\$0.00	\$3,000.00
Payroll - Check History	\$2,800.00	\$0.00	\$2,800.00
Payroll - Deductions	\$3,200.00	\$0.00	\$3,200.00
Payroll - Earning/Deduction Hist	\$4,500.00	\$0.00	\$4,500.00
Payroll - Education	\$3,000.00	\$0.00	\$3,000.00
Payroll - PM Action History	\$3,000.00	\$0.00	\$3,000.00
Payroll - Position Control	\$3,000.00	\$0.00	\$3,000.00
Payroll - Standard	\$3,200.00	\$0.00	\$3,200.00
Payroll - State Retirement Tables	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$116,875.00

Optional SaaS One Time Fees

Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
BMI Asset Track Interface	5	\$4,083.00	10	\$12,750.00	\$0.00
BMI CollectIT Interface	5	\$4,083.00	10	\$12,750.00	\$0.00
Cash Management	5	\$34,144.00	16	\$20,400.00	\$0.00
Inventory	5	\$47,309.00	23	\$29,325.00	\$5,000.00
Performance Based Budgeting	5	\$62,832.00	32	\$40,800.00	\$0.00
Revenue:					
Tyler Cashiering	5	\$54,208.00	13	\$16,575.00	\$0.00
Productivity:					
Transparency Portal	5	\$17,000.00	0	\$0.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	5	\$3,520.00	2	\$2,550.00	\$0.00
Tyler Content Manager Self-Service (SE)	5	\$7,040.00	3	\$3,825.00	\$0.00
Additional:					
Payroll Tax Table Updates	5	\$1,000.00	0	\$0.00	\$0.00
TOTAL:		\$235,219.00	109	\$138,975.00	\$5,000.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	24	\$12,000.00	\$0.00	\$288,000.00
Dedicated Full Time Project Manager (Monthly)	24	\$20,750.00	\$0.00	\$498,000.00
TOTAL:				\$786,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory Std Master	\$5,000.00	\$0.00	\$5,000.00
TOTAL:			
			\$5,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				<i>\$2,302.00</i>			<i>\$0.00</i>
TOTAL:				\$2,302.00			\$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 155 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis for the first year, beginning on the commencement date of the term as defined in Section F(2) Your annual SaaS fees for the first five (5) years of the Agreement are as follows:
 - Year 1: \$143,248
 - Year 2: \$998,338
 - Year 3: \$998,338
 - Year 4: \$998,338
 - Year 5: \$998,338

SaaS fees shall be invoiced in advance, on an annual basis. For year 6, Tyler will limit the increase to the annual SaaS Fees payable to five percent (5%) over the annual SaaS Fees for each Tyler Software module as stated in Exhibit A (the Investment Summary). Tyler will not increase the annual SaaS Fees payable for years 7 and 8. Rates in effect after year 8 shall be Tyler's then-current rates unless otherwise agreed.

2. **Other Tyler Software and Services.**
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, less a 10% retention which will be invoiced upon final acceptance of each stage as set forth in the Statement of Work, at the rates set forth in the Investment Summary and in accordance with Section C of the Agreement.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually

provided by Tyler.

- 2.5 *Requested Modifications to the Tyler Software*: Requested modifications (which may include custom interfaces, too) to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon acceptance of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (45) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 45-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually provided by Tyler.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Tyler will reasonably cooperate in using local resources provided such cooperation permits Tyler to comply with our Business Travel Policy.

Payment. Payment for undisputed invoices is due within thirty (30) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The maximum amount the city will only pay or reimburse for airfare will be for the reasonable cost of a round-trip, coach ticket from Phoenix to the airport nearest the business destination.

i. If a traveler travels to or from an airport other than Phoenix, the actual cost of such airfare may be paid or reimbursed up to the cost of the similar ticket to or from Phoenix.

ii. If a traveler travels to or from an airport other than the one nearest the business destination, the actual cost of such airfare may be paid or reimbursed, up to the cost of the similar ticket to or from the nearest business destination.

B. Baggage Fees

The city will reimburse for the cost of one checked bag.

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be reimbursed based on the most direct route from the point of departure to the point destination and return in compliance with IRS regulations. The cost of travel between a personal residence and the normal place of work is not reimbursable regardless of the distance.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

It is suggested that travelers make arrangements to stay at a hotel that is close to the business meeting or training facility.

The City will reimburse travelers for actual expenses up to 100% of the lodging rate for the destination city, as referenced on the US Government General Services Administration (GSA) website for domestic lodging.

In situations where a lodging rate exceeds the GSA lodging rate for the destination city, the traveler must obtain pre-approval from the City, which such approval shall not be unreasonably withheld. Except in situations where the City has requested specific travel dates, if the traveler does not obtain prior approval, the City may deduct the overage from the reimbursement request.

Lodging arrangements must be made at the standard, single occupancy, non-deluxe accommodation rate for the traveler only. If the traveler has secured accommodations other than previously stated, it is the traveler's responsibility to find out the single, standard, non-deluxe rate and provide a written explanation for the difference. In no event will the city reimburse or pay for any exceeding difference in the room rate. Expenses for personal or vacation time used before or after necessary city business are also non-allowable expenses (e.g., room expenses for arriving a day early for personal reasons are not reimbursable.)

Travelers who have guests stay in the hotel will be responsible for paying any difference in the room rate. No expenses of any kind will be reimbursed for the guest.

Expenses will be allowed for other lodging charges appropriate to the purpose of the trip (e.g., internet connection).

Detailed receipts for the all lodging charges must be provided to obtain reimbursement and to provide documentation of the number of days attended at an event.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Service Level Agreement

I. Agreement Overview.

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure. For the sake of clarity, nothing in this Exhibit C is intended to, nor does it, conflict or supersede the rights, obligations, or remedies available to the parties under Section F(2.3) of the Agreement.

III. Service Availability.

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client

Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA during a time period will not exceed 5% of the SaaS Fees payable during such period. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability.

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure.

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

We provide the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using



the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

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Exhibit E
Statement of Work

See following pages.



Exhibit F
Tyler's Proposal and Best and Final Offer to RFP 17-05

Incorporated by reference.



Exhibit G
Glendale, AZ RFP 17-05 Requirements

Incorporated by reference.

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Glendale

5850 W Glendale Ave, Glendale, AZ 85301

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, Methodology, Roles and Responsibilities, Implementation Stages, and Deliverables for the implementation of Tyler products.

The Project goals are to offer City of Glendale the opportunity to make Glendale more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Project Timeline

The project timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	<ul style="list-style-type: none"> • Accounting General Ledger • Project & Grant Accounting • Budgeting • Purchasing • eProcurement • Bid Management • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Capital Assets • CAFR Statement Builder 	July 2017	July 2018 *
	System Wide	<ul style="list-style-type: none"> • Munis Analytics & Reporting <ul style="list-style-type: none"> ○ Tyler Reporting Services ○ Role Tailored Dashboard ○ Munis Office • Tyler Forms Processing • Tyler Content Manager SE 		

Phase	Functional Areas	Modules	Start Date	Go-Live Date
2	Core Human Resources / Payroll	<ul style="list-style-type: none"> • Payroll w/Employee Self Service • HR & Talent Management • Recruiting • Risk Management • Employee Expense Reimbursement • ExecuTime Advance Scheduling • ExecuTime Advance Scheduling Mobiles • Executime Telestaff Interface • ExecuTime Time & Attendance • ExecuTime Time & Attendance Import • Time & Attendance Mobiles 	January 2018	January 2019

*Dependent upon not utilizing Detailed GL History Conversion

1.3 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s public sector clients, the project methodology contains stage acceptance control points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet Glendale’s complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and Glendale collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Glendale steering committee become the escalation points to triage responses prior to escalation to Glendale and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Glendale and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on Glendale's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client project Manager

Glendale's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. Glendale Project Manager(s) will be responsible for reporting to Glendale steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

Glendale steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees Glendale Project Manager(s) and the Project as a whole and through participation in regular internal meetings, Glendale steering committee remains updated on all project progress, project decisions, and achievement of project milestones. Glendale steering committee also provides support to Glendale Project Manager(s) by communicating the importance of the Project to all impacted departments. Glendale steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical project issues or policy decisions. Glendale steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

Glendale's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers Glendale steering committee, Project Manager(s), and functional leads to make critical business decisions for Glendale.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with Glendale. The Tyler Project Manager(s) provide regular updates to Glendale's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with Glendale management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- Glendale shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If Glendale does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If Glendale does not agree the particular Deliverable or Control Point meets requirements, Glendale shall notify Tyler Project Manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Glendale shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Glendale does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been executed.
- Glendale and Tyler have the ability to allocate additional internal resources if needed. Glendale also ensures the alignment of their budget and Scope expectations.
- Glendale and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Glendale provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to Glendale Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions. Prerequisites that require greater than ten (10) business days will be included within the Project Plan.
- Tyler provides notice of any prerequisites to Glendale Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City of Glendale users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for all configuration and processing options available within the Tyler software and the factors to be considered when deciding among options. Glendale is responsible for making decisions based on the options available.
- In the event Glendale may elect to add and/or modify current business policies during the course of this project, such policy changes are solely Glendale's responsibility to define, document, and implement.
- Glendale makes timely project related decisions according to dates defined in the Project Plan in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the proposed services (within the investment summary) out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- Glendale will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- Glendale is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout. Each pass will include all data submitted by the City.

- Glendale understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, Glendale may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by Glendale to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- The Tyler Implementation Programmers are offsite resources responsible for:
 - Validating customer data files are readable
 - **Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.**
 - **Providing custom conversion packages to be loaded into Tyler's system via SaaS.**
 - **Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.**
 - **Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered**
-

3.3 Data Exchanges, Modifications, Forms and Reports

- Glendale ensures the 3rd party data received is in the format prescribed by Tyler as the correct format to achieve the functionality of the interface or report..
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- Glendale is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract, and not required to meet the functionality as included in the Tyler proposal, are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- Glendale will provide network access for Tyler modules, printers, and Internet access to all applicable City of Glendale and Tyler project staff.
- Glendale has in place all hardware, software, and technical infrastructure necessary to support the Project.
- Glendale's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if Glendale does not meet minimum standards of Tyler's published specifications.

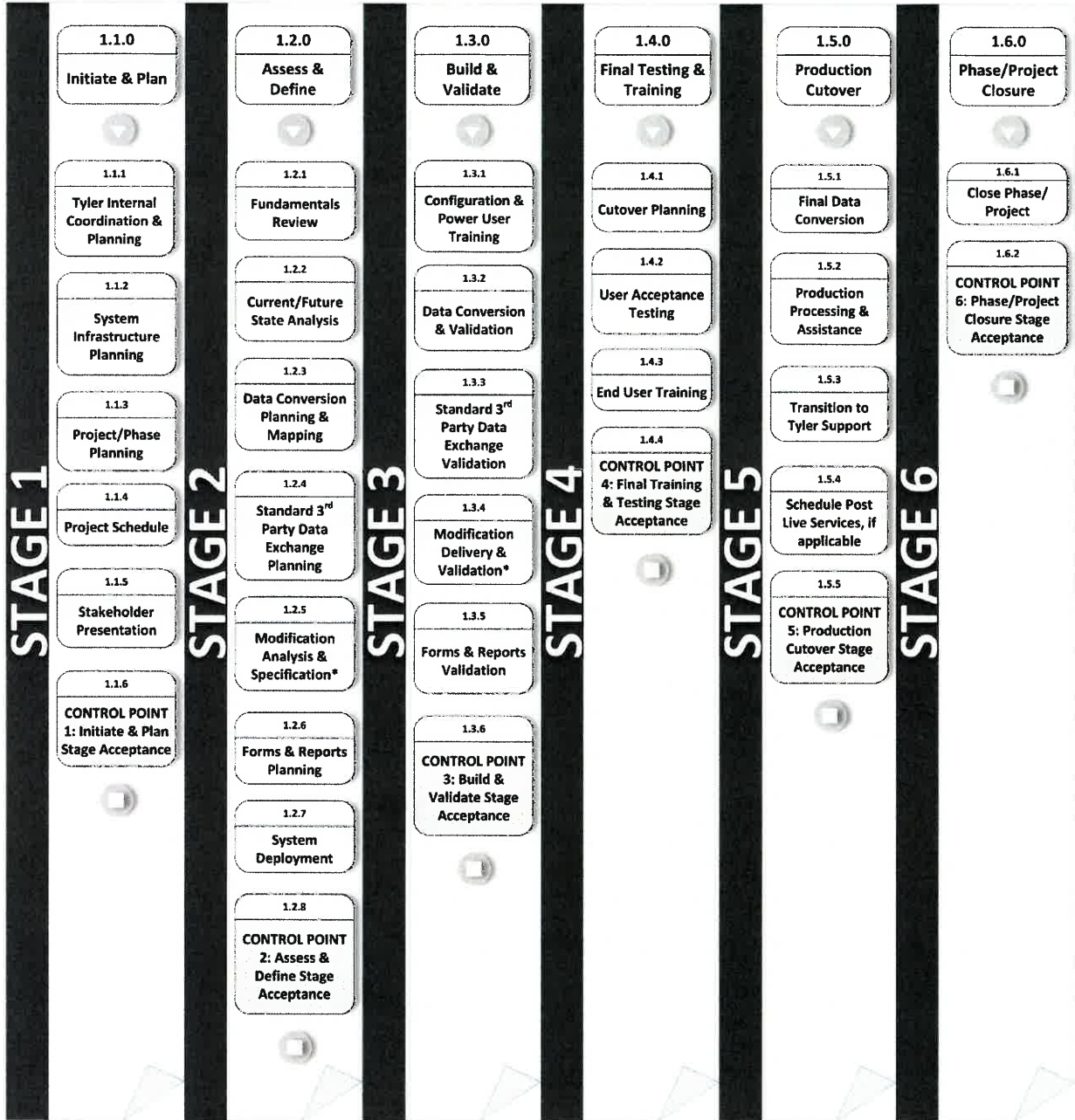
3.5 Education

- During live and onsite training, Glendale provides a training room for Tyler staff to transfer knowledge to Glendale's resources, as well as a place for Glendale staff to practice what they have learned without distraction. If Phases overlap, Glendale will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. Glendale determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- Glendale provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Glendale provided projector, allowing all attendees the ability to actively engage in the training session.
- Glendale testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- Glendale is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT. UAT will occur prior to the decentralized end user training.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City of Glendale and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City of Glendale participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides Glendale with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City of Glendale participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Glendale’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C				I								

4.2.2 System Infrastructure Planning

Glendale provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at Glendale’s site. Glendale completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications – VPN Device			I					R	A			I							C	
Make hardware available for Installation – VPN Device			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City of Glendale and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan (Scope/SOW, Communication, Quality, Resource, Risk)		A	R									C	C	I						
City Acceptance of Plan		I	I								A	R	C	C	C	I				

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase. Phase 2 Project Plan will be initiated 120 days prior to the start of the phase and completed 90 days prior to the start of the phase.		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I



4.2.5 Stakeholder Presentation

City of Glendale stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		



4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to Glendale's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City of Glendale reviews and accepts Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City of Glendale acceptance of schedule based on City of Glendale resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed – VPN Device
- System infrastructure audit complete and verified
- Implementation Management Plan accepted
- Project Plan/Schedule accepted; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City of Glendale business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City of Glendale collaboration. Glendale shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I					I	
Complete fundamentals materials review and prerequisites			I									A	R		I					C	
Ensure all scheduled attendees are present			I	I							A	R	C		I						
Facilitate fundamentals review			A	R								I	I		I						

4.3.2 Current/Future State Analysis

City of Glendale and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to Glendale, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from Glendale’s Legacy System Applications to the Tyler system. Tyler staff and Glendale work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy Systems to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is Glendale’s responsibility to ensure the third party program operates or accesses the data correctly.

Glendale and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I				C	
Define or confirm needed Data Exchanges			I	C								A	C		C				R	

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. Glendale reviews the specifications and confirms they meet City of Glendale’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request. There are no modifications in scope.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City of Glendale business process change. It is the responsibility of Glendale to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City of Glendale approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, Glendale will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Analyze contracted custom program requirements			A	C			R					C	C	I	C				C		
Develop specification document(s)	A		I	C			R					I	I		I				I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C				C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I				C		

4.3.6 Forms & Reports Planning

City of Glendale and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports, including Cubes, or known/included Customization(s). Items not included in the Agreement could be either City of Glendale-developed Reports or a newly discovered Customization that may require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review available Tyler Reports			A	R								I	C		C					
Identify additional Forms & Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2		Tyler Internal Coordination & Planning																				
		TYLER								CLIENT												
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Install contracted software on server	A		I						R													
Ensure platform operates as expected	A		I						R													

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City of Glendale business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City of Glendale acceptance of completed Questionnaire based on thoroughness of capturing all City of Glendale business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to Glendale, reflecting complete and accurate conversion decisions.
- Standard 3rd Party Data Exchange summary and specification documents
 - Objective: Gather and document information related to Glendale standard 3rd party data exchange needs for current/future state analysis as it relates to Tyler approach/solution. Assumption is that City will use existing Tyler tools/processes and data requirements.
 - Scope: 3rd party data exchange defined.
 - Acceptance criteria: 3rd party data exchange review complete and initial standard file layout documents delivered to Glendale.
-
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets Glendale's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City of Glendale accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms & Reports options and/or packages
 - Objective: Provide specifications for each City of Glendale in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices, non-standard Reports and receive supporting documentation
- Installation checklist

- Objective: Installation of purchased Tyler software
- Scope: Tyler will conduct an initial coordination call, work with the City to install the VPN device, and establish SaaS environments
- Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Glendale team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler
- Client acceptance of control point

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with Glendale’s needs identified during the Assess and Define Stage, preparing Glendale for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with Glendale to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train Glendale Power Users to prepare them for the Validation of the software. Glendale collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Configuration knowledge transfer			A	R								I	I					I		
Perform configuration to include roles, permissions, and workflow			A	I								I	R		I			R		
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from Glendale, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, Glendale reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with Glendale to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Tyler Internal Coordination & Planning																				
TASKS	TYLER								CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Create Error Log for conversion		A	I	C	R						I	I									
Complete initial review of data errors		A	I	C	R						I	I							C		
Review data conversion and submit needed corrections			I	C	I						A	C		R					C		
Revise conversion program(s) to correct error(s)		A	I	C	R						I	I		C					C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and Glendale tests each Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to Glendale for preliminary testing. Final acceptance will occur during the Final Testing and Training in Stage 4.5.2.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Tyler Internal Coordination & Planning																				
		TYLER								CLIENT												
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted custom program(s)		A	I	C	I			R					I	C	I	C				I		C
Test contracted custom program(s) in isolated database				I	C			C					A	C		R				C		
Report discrepancies between specification and delivered contracted custom program(s)				I	I			I					A	R		C				C		
Make corrections to contracted custom program(s) as required		A	I	C	I			R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and Glendale tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard and Custom Forms & Report Training			A	R								I	C		C			I		
Test Standard and Custom Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to Glendale to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City of Glendale accepts data conversion delivery; City of Glendale completes data issues log
- Installation of Customizations on SaaS environment
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in Glendale-signed specification.
- Standard/Custom Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- All user roles and permissions configured for testing in Stage 4.
- All workflow configured for testing in Stage 4.
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered free of conversion issues
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- Glendale and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and Glendale review the final Cutover plan. A critical Project success factor is Glendale understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City of Glendale and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare Glendale for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Plan & Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

Glendale performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system. The City plans to perform additional testing as needed for additional validation.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																				
TASKS	TYLER							CLIENT													
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I								
Provide starting template test scripts		A	R	C								I	I								
Customize test scripts		I	I	I								A	R								
Perform User Acceptance Testing			I	C								C	C	C	R	I	I	C	I		
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C				C		
Validate Report performance			I	C		C						A	C		R				C		
Validate Exit Criteria have been met.			I	C		C						A	R	C	I	C			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City of Glendale processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City of Glendale users who attended the Tyler sessions may train any City of Glendale users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and accepted
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed in accordance with the Exit Criteria prescribed in the UAT Plan.
- End User training completed

4.6 Production Cutover (Stage 5)

City of Glendale and Tyler resources complete tasks as outlined in the Production Cutover Plan and Glendale begins processing day-to-day business transactions in the Tyler software. Following production Cutover, Glendale transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

Glendale provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. Glendale may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Tyler Internal Coordination & Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Provide final data extract			C		I						I	A	C	I	I	I	I		R		
Provide final extract balancing Reports			I		I							A	C		R				I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C		
Validate final pass of data			I	C	C						I	A	C		R				C		
Load final conversion pass to Production environment			I		R			R			I	A	C	I	C				C		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with Glendale during Production Cutover activities. Glendale transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce Glendale to the Tyler Support team, who provides Glendale with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City of Glendale Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City of Glendale Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: Glendale receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. Glendale moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

Glendale and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with Glendale Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are completed and accepted

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying Glendale's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to Glendale's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to Glendale steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City of Glendale steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City of Glendale Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale project Plan
- Collaborates with City of Glendale Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with Glendale to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between Glendale and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Glendale any items that may negatively impact the outcomes of the project
 - Collaborates with Glendale's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both Glendale and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Maintains communication among Tyler resources of key events and developments with the implementation.
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Complete future state analysis
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with Glendale following configuration

- Assists during Production Cutover process and provides production support until Glendale transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City of Glendale and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and Glendale's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with Glendale on the status and resolution of reported issues

5.2 City of Glendale Roles and Responsibilities

City of Glendale resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City of Glendale Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at Glendale steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City of Glendale Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - City of Glendale Policies

5.2.3 City of Glendale Project Manager

Glendale shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When Glendale Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City of Glendale to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and accept Implementation Management Plan
 - Defines project tasks and resource requirements for City project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently

- Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
- Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between Glendale and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City of Glendale staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City of Glendale resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City of Glendale technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City of Glendale Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Glendale Project Manager
- Prepares and Validates Forms

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Glendale resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Customization specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City of Glendale Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City of Glendale business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City of Glendale staff during and after implementation

5.2.6 City of Glendale End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City of Glendale Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days

- Extracts and transmits conversion data and control reports from City of Glendale's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City of Glendale 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City of Glendale Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Glendale's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City of Glendale and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City of Glendale project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City of Glendale Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for Glendale to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City of Glendale requirements not available through Tyler software functionality, which will lead to a Modification with City of Glendale acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client accepts the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	Glendale is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated consistently to meet the Project Status report timeframes and maintain project quality. The project plan is developed by Phase.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Munis Conversion Summary

7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

7.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

7.8 Capital Assets - History

- Transaction history data for acquisitions, disposals, transfers, etc.

7.9 Detailed GL History Conversion

- All General Ledger transactions linked to an account are converted. A client will be able to pull up a GL account in Munis and be able to click on detail and see the individual transactions linked to the account. We will convert the transaction type, date, amount and other information linked to the transaction type. Example on an AP transaction we will convert the check number linked to that transaction, PO number on a PO transaction etc. All actual and budget amounts will be computed from the historical conversion. This option is up to 5 years.

7.10 General Billing CID

- Customer information

7.11 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

7.12 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

7.13 5yr Closed Purchase Order History

- 5 Year Closed Purchase Order History & Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7.14 Payroll - Standard

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

7.15 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.16 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date, and adjusted

7.17 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

7.18 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.19 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.20 Payroll – PM Action History

- A mapping of Personnel actions to be used in Munis, such as job or salary changes and dates these events occurred.

7.21 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.22 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.23 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

7.24 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study



Legislation Description

File #: 17-236, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MICROSOFT FOR THE CITY'S OFFICE 365 AND ENTERPRISE LICENSING

Staff Contact: Steve O'Ney, Deputy Chief Information Officer, Innovation & Technology

Purpose and Recommended Action

This is a request for City Council to enter into an agreement with Microsoft for the City's Microsoft Enterprise Agreement (EA) from August 1, 2017 through September 30, 2020, utilizing a Linking Agreement with CDW-G (C-11437). This request also includes approval of expenditure authority in an amount not to exceed \$1,856,621 over the life of the agreement.

Background

This contract renews the Enterprise Agreement (EA) with Microsoft Corporation for enterprise software and hosted services. The EA allows the City to acquire and utilize software licenses and hosted services at significantly reduced costs. Software covered under this contract includes database, hosted services such as email and SharePoint, and other required Microsoft product licenses. Licensing agreement costs will be recalculated annually to account for additional licenses or software that were added during the year.

CDW-G, an approved Microsoft reseller, was awarded their contract by the State of Arizona through a competitive bid process. The contract provides the best pricing available for purchase of software products and services.

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 Purchasing.

Analysis

The City utilizes Microsoft products in support of city operations. Specifically, Microsoft products are used for desktop and database applications, email, and the SharePoint collaboration product. Microsoft products are foundational for several City software applications to include the police CAD/RMS system, sales tax, utility billing and several other support applications. Additionally, the City's email system is cloud based and hosted by Microsoft. This agreement is necessary to ensure continued operation of these critical business systems and is only available from Microsoft Corporation through their authorized resellers.

Community Benefit/Public Involvement

Microsoft products and services assists staff in the goal of timely communication with our citizens, and allows for more seamless cross-departmental collaboration. Integrated Microsoft solutions allows city staff to achieve the Council value of excellence by supporting the delivery of high quality services, and remain innovative through the flexibility to grow and change with our organization.

Budget and Financial Impacts

The City has requested a 38-month agreement with Microsoft instead of the standard 36 month. This 14-12-12 term will allow the City to move its anniversary from July 1st to September 30th. This better aligns with fiscal year processes, and allows staff the time needed to take future renewals to Council. The amount budgeted in the Information Technology Fund for Microsoft is \$542,207 per year. IT will utilize these funds to pay for annual licensing, as well as supplement costs utilizing a Windows Licensing project identified in the Technology Projects fund. The total project amount of \$230,000 will be utilized over the 38-months of the EA contract to supplement costs as needed.

Cost	Fund-Department-Account
\$542,207	2591-18402-522700, Information Technology (budgeted annually)
\$230,000	2592-18500-522700, Program # 83143 - Technology Projects (to be used over the 38-month agreement as needed)

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

City of Glendale

Date: 4/16/17
Account Manager: John Tappan

VSL Specialist: Aubrey Styles

Channel Price Sheet Month: APRIL

Unless otherwise noted, All Quotes expire upon current month's end

Renewal - 5612780 and 5344058
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Monthly Cost	Year 1 - 14 Months Price	Year 1 - 14 Months Extended	Monthly Cost	Year 2 - 12 Months Price	Year 2 - 12 Months Extended	Year 3 - 12 Months Price	Year 3 - 12 Months Extended
AAA-11924	O365GovE3fromSA ShrdSvr ALNG SubsVL	D	2071	\$ 13.15	\$ 184.10	\$ 381,271.10	\$ 13.15	\$ 157.80	\$ 326,803.80	\$ 157.80	\$ 326,803.80
AAA-12414	Core CAL Bridge for O365 Subscription Per User	D	46	\$ 1.50	\$ 21.00	\$ 966.00	\$ 1.50	\$ 18.00	\$ 828.00	\$ 18.00	\$ 828.00
AAA-12416	CoreCALBridgeO365FromSA ALNG SubsVL	D	2025	\$ 1.26	\$ 17.64	\$ 35,721.00	\$ 1.26	\$ 15.12	\$ 30,618.00	\$ 15.12	\$ 30,618.00
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	D	24	\$ 2,583.22	\$ 61,997.28	\$ 61,997.28	\$ 2,583.22	\$ 2,214.19	\$ 53,140.56	\$ 2,214.19	\$ 53,140.56
6VC-01253	WinRmDsktpSrvcsCAL-ALNG SA MVL DvcCAL	D	700	\$ 18.99	\$ 13,293.00	\$ 13,293.00	\$ 18.99	\$ 16.28	\$ 11,396.00	\$ 16.28	\$ 11,396.00
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	282	\$ 144.64	\$ 40,788.48	\$ 40,788.48	\$ 144.64	\$ 123.98	\$ 34,962.36	\$ 123.98	\$ 34,962.36
9EM-00270	WinSvrSDCore ALNG SA MVL 2Lic CoreLic	D	56	\$ 20.66	\$ 1,156.96	\$ 1,156.96	\$ 20.66	\$ 17.71	\$ 991.76	\$ 17.71	\$ 991.76
P3U-00001	VisioProfForO365G ShrdSvr ALNG SubsVL MVL	D	55	\$ 9.15	\$ 128.10	\$ 7,045.50	\$ 9.15	\$ 109.80	\$ 6,039.00	\$ 109.80	\$ 6,039.00
J5U-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL	D	19	\$ 99.73	\$ 1,396.22	\$ 26,528.18	\$ 99.73	\$ 1,196.76	\$ 22,738.44	\$ 1,196.76	\$ 22,738.44
DFK-00008	Dyn365EP1GOV ShrdSvr ALNG SubsVL MVL	D	4	\$ 66.82	\$ 935.48	\$ 3,741.92	\$ 66.82	\$ 801.84	\$ 3,207.36	\$ 801.84	\$ 3,207.36
7MS-00001	ProjOnlnProfGOV ShrdSvr ALNG SubsVL MVL	D	5	\$ 21.13	\$ 295.82	\$ 1,479.10	\$ 21.13	\$ 253.56	\$ 1,267.80	\$ 253.56	\$ 1,267.80

Year 1 Total \$ 573,988.52 Year 2 Total \$ 491,993.08 Year 3 Total \$ 491,993.08
Three Year Total \$ 1,557,974.68

Notes

NO TAX referenced
Arizona MVP Software Contract: ASDP017-149774

Net New EA Enrollment for Renewal

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-licenses.aspx>

Program Signature Form

MBA/MBSA number		000-saandrew-187
Agreement number	01E73835	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10634
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment	CTM-CTC-CTL,M97 (NEW)
Product Selection Form	0591569.003 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* City of Glendale	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)* _____	
Signature* _____	
Printed First and Last Name* _____	
Printed Title _____	
Signature Date* _____	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)* _____	
Signature* _____	
Printed First and Last Name* _____	
Printed Title _____	
Signature Date* _____	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Amendment to Contract Documents

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

000-saandrew-187

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Amendment ID CTM

1. **Term.** The section entitled "Term" in the Enrollment is replaced in its entirety with the following.

Term. Enrolled Affiliate has requested and Microsoft agrees that this Enrollment will expire on September 30, 2020, which is 38 full calendar months from the Effective Date. For clarity, as a result of this custom term, the Enrollment years will be as follows:

<i>Enrollment Year</i>	<i>Months of Coverage</i>	<i>Coverage Dates</i>
<i>1</i>	<i>14</i>	<i>August 1, 2017 – September 30, 2018</i>
<i>2</i>	<i>12</i>	<i>October 1, 2018 – September 30, 2019</i>
<i>3</i>	<i>12</i>	<i>October 1, 2019 – September 30, 2020</i>

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

CTM_CustomTerm.docx	CTM	CTM-CTC-CTL	BD
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Apr2016)v2(IU).docx		M97	B



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	000-saandrew-187
Previous Enrollment number <i>(Reseller to complete)</i>	5612780 / 5344058		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Glendale

Contact name* First Steven Last O'Ney

Contact email address* SOney@GLENDALEAZ.COM

Street address* 6830 N 57th Drive

City* Glendale

State/Province* AZ
Postal code* 85301-3219
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 623-930-2117
Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

- d. **Reseller Information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.

Street address (PO boxes will not be accepted)* 200 N. Milwaukee Ave.

City* Vernon Hills

State/Province* IL

Postal code* 60061-1577

Country* USA

Contact name* Aubrey Styles

Phone* 262-237-3805

Contact email address* aubrey.styles@cdw.com

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>Deborah Wall</u> Deborah Wall (May 17, 2017)
Printed name* Debbie Wall
Printed title* Contract Specialist
Date* 5/17/17

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0591569.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	0	2 071	-	No	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	2,071
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	166
Core CAL Bridge for Office 365 From SA	1,905

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3 E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	2071	2071	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	
<p>Note 4: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).</p>	



Legislation Description

File #: 17-150, Version: 1

AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES WITH STRENGTH TRAINING INCORPORATED (STI)

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Services Agreement with Strength Training Incorporated (STI) for Public Safety Physicals and Related Health Services at the Glendale Regional Health Center (GRHC) for a 6-month term in an amount not to exceed \$88,125, to extend the current agreement until a new Request for Proposal process can be completed.

Background

The GRHC is located within the Glendale Regional Public Safety Training Center (GRPSTC) and STI currently provides these services at the GRHC under a contract approved by the Council on June 23, 2015.

Analysis

A new Request for Proposal process has been started and it is expected to be completed prior to December 31st 2017. The need for Public Safety medical services in the interim continues and STI is capable and qualified to perform those services. City staff have begun the process of re-evaluating the use of the medical center at GRPSTC and how best to meet all the medical services needs of the City comprehensively, whether at the GRPSTC or another location.

This procurement has been approved by the city's Materials Manager as a special procurement in which the situation presents a significant time restraint that does not allow for a competitive procurement to occur in time to assure there is no gap in service. Other agencies interested or currently using STI's services will be able to use this contract through cooperative purchasing or they can elect to develop their own contract for these services directly with STI. The City assumes no responsibility for STI's contracts with other agencies.

Previous Related Council Action

On June 23, 2015, Council approved Contract No. C-10119-1 to provide medical Occupational Health Services at the Glendale Health Center for and initial one year term with and optional extension of one year renewable in six-month increments.

On January 29, 2015, Council approved Contract No. C-9670 and award bid to STI to provide Medical Occupational Health Services at the Glendale Health Center for an initial two-year term, with the option to renew the agreement for an additional three years in one-year increments

On April 24, 2014, Council approved an amendment for an extension of term to the agreement Contract No. C-8527-1 with STI.

On June 28, 2013, Council approved a temporary Contract No. C-8527 with STI.

Community Benefit/Public Involvement

Public safety personnel will continue to receive the annual medical healthcare needed that will assist them with protecting the health and safety of Glendale citizens and visitors. This annual screening has identified several potential catastrophic medical issues before they could manifest themselves.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$88,125	1000-12410-513000

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

SERVICES AGREEMENT

C-

PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Strength Training, Inc. ("STI"), an Arizona corporation, ("Contractor") as of the ____ day of _____, 2017 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Contractor desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Contractors and Subcontractors.**
 - 1.1 **Services.** Contractor 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 Contractors or contractors, retained by City.
2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates six months from the effective date.
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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Contractor nor any SubContractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. 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.
- b. 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 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Contractor 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) 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 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 \$88,125.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - 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 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 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.

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. **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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

- 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.

12.2 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:

James ("Jim")
 c/o Strength Training, Inc.
 17233 North Holmes Boulevard
 Phoenix, Arizona 85053
 (602) 349-2545

- 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 Fire Chief
 6829 North 58th Drive
 Glendale, Arizona 85301
 (623) 930-4401

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.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

14. **Term.** The term of this Agreement commences upon the effective date and continues for a six month period. There are no automatic renewals.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON 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:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

STRENGTH TRAINING, INC.,
an Arizona corporation



By: James ("Jim") Maher
Its: President

EXHIBIT A
Services Agreement

PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

PROJECT

The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

The Health Center may provide access to medical health services, including occupational health services, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

EXHIBIT B
AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

SCOPE OF WORK

Utilizing the Glendale Health Center, located within the Glendale Regional Public Safety Training Center, the Consultant shall furnish competent and reliable medical examinations and other related health services for City firefighters and employees of other public safety agencies in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and other public entities in the State of Arizona. Medical services may include: NFPA 1582 firefighter physicals; AZPOST police officer physicals; public safety pre-employment physicals, drug and alcohol screening; CDL/DOT physicals; post exposure counselling and treatment; functional capacity evaluations or return to duty/fit for duty evaluations; hearing conservation programs and other health and wellness services relating to public safety members.

Medical Exams.

Firefighters (includes new firefighter pre-employment). Contractor shall provide comprehensive medical examinations that shall include at least the following:

- (1) Health Survey
- (2) Physical examination
- (3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C
- (4) PSA for males .40 years of age
- (5) Urine dipstick with reflux urinalysis
- (6) Spirometry
- (7) Hearing evaluation (done in an ANSI-approved soundproof booth)
- (8) Visual acuity evaluation
- (9) Body fat assessment (using calipers or analyzer) and body weight
- (10) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated
- (11) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)
- (12) Functional movement screening
- (13) Review of immunization history
- (14) Up to 30 minute consult with physician or physician to discuss physical examination and health survey
- (15) TB skin test (optional; additional cost would apply)
- (16) Tiered Medical Evaluation (optional)

CDL/DOT physicals. Contractor may provide CDL-required drivers medical exams for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.

EXHIBIT C
AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

SCHEDULE

Contractor shall provide all services in a timely and efficient manner consistent with Administrative Procedures, 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. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement.

Hours of Operation. The Contractor shall schedule operations at the Health Center to fall within the following hours of operation: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

EXHIBIT D
AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

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 \$88,125.00.

DETAILED PROJECT COMPENSATION

Contractor Price Sheet:

DESCRIPTION OF SERVICE	COST
Prostate Exams	\$ 50.00
Auditory Function Tests	\$ 25.00
Vision Tests	\$ 10.00
Pulmonary Function Tests	\$ 55.00
Radiology (administer in-house, send out for reading)	20% off ICA fee
Randomizing of Drug & Alcohol Screens	\$ 50.00
Routine Hearing Services (CDL Requirements)	\$ 20.00
Routine Vision Services (CDL Requirements)	\$ 15.00
Sick Visits	Copay/Coins
Spirometry (lung function) (Fire/Police)	\$ 55.00
Stress Tests	\$ 150.00
Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
Urinalysis (for CDL, Random, Etc.)	\$ 10.00
Walk-In Services: Non-worker's comp	Copay/Coins
Physicals	
Fire Fighter	\$575
Police-AZ Post baseline	\$360
Police-AZ Post annual	\$280
Police-EOD (new & existing)	\$430
Police-Reserve	\$400
Police-Existing SWAT	\$270
Police-New SWAT	\$430
EMS-NonSworn	\$350
No Show Physical	\$80
Immunizations	
Hep A	\$54.00
Hep B	\$51.00
MMR	\$55.00
TdaP	\$40.00
Varicella	\$70.00
Td	\$25.00
Hearing Conservation with audiogram	\$28.00
Review of Respiratory Questionnaire	\$10.00

EXHIBIT E
AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor will provide staffing as follows:

PHYSICIAN: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)

A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:

- 1) Director will act as the liaison between the contracted clinical staff and the Health Center Deputy Chief. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations, will implement ongoing wellness programs for fire department personnel, and may serve as the Certified Medical Review Officer (MRO).
- 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.
- 3) Responsible for performing all elements of physicals, pre-employment physicals for the City's partners' employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.
- 4) Will perform consultations for Fire Department personnel with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
- 5) Will interface with Fire Department personnel and the City's partners' employees and their primary care physicians to assure proper health care.
- 6) May assist with development, updating and revision of procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
- 7) May participate in research projects regarding public safety employee health and fitness.
- 8) May prepare and present educational materials to public safety employees for training relating to health and wellness.

Minimum Qualifications:

Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification and Medical Review Officer Certification. Board certified physician in occupational and environmental medicine through the American Board of Preventative Medicine and/or American Osteopathic Board of Preventative Medicine is preferred. Must demonstrate experience in the occupational medicine, interpretations of treadmill testing and ECG tracing, as well as spirometer interpretation. Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST* and OSHA regulations, as well as DOT Drug and Alcohol collection and testing.

CLINICAL MANAGER AND/OR REGISTERED NURSE – FULL OR PART TIME

Must be qualified and capable of performing the following responsibilities:

- 1) Assist with preparation of charts and management of the flow of patients.
- 2) Perform back office evaluations, vital signs, vision, pulmonary function, hearing, and body composition examinations.
- 3) Perform first aid physicals, evaluate, treat and follow up on industrial injuries

- 4) Perform phlebotomy and administer medications as needed.
- 5) Perform resting 12-lead EKS's and stress tests.
- 6) Assist with infectious exposure consults and follow-ups.
- 7) Assist physicians with data collection for studies.
- 8) Assist physicians with treatment of medical patients.
- 9) Assist with maintenance and stocking of medications and medical supply inventory.

Minimum Qualifications.

Registered nurse or other qualified and licensed health care provider in the state of Arizona with experience in occupational medicine, orthopedics, industrial rehabilitation, and infectious disease. ACLS certified, having two years' experience in treadmill testing, immunizations and schedule is preferred. Familiarity with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules is preferred.

CERTIFIED RADIOLOGY TECHNICIAN (CRT) or PRACTICAL RADIOLOGY TECHNICIAN (PRT)- FULL OR PART TIME

Must be qualified and capable of performing the following responsibilities:

- 1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.
- 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.
- 4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 5) Will prepare and maintain accurate documentation.

Minimum Qualifications.

Must be licensed in Arizona with a certification or diploma from an approved/accredited school of Radiology Program with a minimum of two years' experience.

Mary



Materials Management Sole Source and Special Procurement Request

REQUESTOR INFORMATION:

Requestor: Chris DeChant	4/5/17	Department: Fire
Phone Number: 623-930-4406	Email Address: cdechant@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Strength Training Inc. (STI, Inc.)	Proposed Vendor Contact: Jim Maher
Proposed Vendor Address: 17233 N. Holmes Blvd.	
City, State and Zip Code: Phoenix, Arizona 85053	
Vendor Phone: 602-349-2545	Vendor Fax:
Procurement method requested:	<input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: \$ 88,125.00	One time purchase: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Federal Money: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain funding source:
Fund #: 1000 / Department #: 12410 / Account #: 513000	
Description of the product or service requested: Fire is currently using a contract with Strength Training C-10110-4 and 5 which expire on June 22, 2017. A request has been submitted to the Procurement Division to issue a new solicitation for these services. The solicitation process will not be completed until after the expiration of the current agreement and therefore Fire would like the ability to continue using STI for Public Safety Physicals and Related Health Services until a vendor award is made.	

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:



Requestor Chris DeChant Division: Fire Services Date 4/7/17

DEPARTMENT DIRECTOR APPROVAL:



Director Terry Garrison Division Fire Services Date 4/7/17

MATERIALS MANAGEMENT APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Materials Manager  Date 4/13/17

Materials Management requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: Annually:

** using current vendor during solicitation period*



Materials Management Sole Source and Special Procurement Request

End of first term of Contract: <input type="checkbox"/>	End of Contract, including any extensions: <input checked="" type="checkbox"/>
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Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input checked="" type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input type="checkbox"/> Does not qualify as a sole source or emergency <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input checked="" type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

The License and Use Agreement for the Glendale Regional Health Center and Public Safety Physicals and Related Health Services contracts solicitation is being sent out for bid by Purchasing. To keep the Glendale Health Center up and running and to provide a smooth transition to the awarded vendor, this one-time extension for six months is necessary.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: The contract bidding process will determine the availability of another vendor and we've provided the information to Purchasing.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Equipment Management Superintendent or the IT Director will be required.

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.



Legislation Description

File #: 17-198, **Version:** 1

AUTHORIZATION FOR DESIGNATION OF APPLICANT'S AGENT FOR STATE DISASTER REIMBURSEMENT BY THE ARIZONA DIVISION OF EMERGENCY MANAGEMENT

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to designate Glendale's Emergency Manager as the City of Glendale's representative with the federal and state government to administer the recovery and reimbursement of funds used in supporting declared disasters and emergencies. Staff is requesting City Council approve the designation by the Arizona Division of Emergency Management.

Background

During times of catastrophic emergency or disaster, the Mayor, Governor of Arizona, or the President of the United States may declare emergencies or disasters that have reimbursable costs for the City of Glendale (Glendale). Glendale may be eligible to apply for state disaster and federal relief funds through the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (ADEM) and the Federal Emergency Management Agency (FEMA) during the inclusive dates of those catastrophic events. The applicant's agent is the person designated by the city as the point of contact for all matters pertaining to federal and state disaster assistance. The applicant's agent is authorized to execute and file applications for public assistance on behalf of Glendale for the purpose of obtaining state and federal assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act.

Previous Related Council Action

On September 27, 2005, City Council initially approved the designation of the applicant's agent to finalize state disaster reimbursement.

On January 8, 2013, City Council approved an updated designation of the applicant's agent to finalize state disaster reimbursement.

On October 28, 2014, City Council approved an updated designation of applicant's agent to finalize state disaster reimbursement.

Community Benefit/Public Involvement

Identification of an applicant's agent formalizes the process by which the city can apply for and administer state and federal disaster relief funding. This funding is essential in the aftermath of catastrophic emergency or disaster to restoring the community to pre-disaster conditions and reducing the impact on its citizens.

**ARIZONA DIVISION OF EMERGENCY MANAGEMENT
DESIGNATION OF APPLICANT'S AGENT FORM**

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following term:

- For PCA No. _____ only For the period of ____ to ____ Until further notice
 Until further notice for HAZMAT incident

Applicant Name: CITY OF GLENDALE

CERTIFICATION

I, KEVIN PHELPS, duly appointed and CITY MANAGER of
(Authorizing Official's Name) (Title)

CITY OF GLENDALE, do hereby certify that the information below is true
(Applicant Name)

and correct, based on a resolution passed and approved by the GLENDALE CITY COUNCIL
(Governing Body)

of CITY OF GLENDALE on the _____ day of APRIL, 2017.
(Applicant Name) (day) (month) (year)

CITY OF GLENDALE EMERGENCY MANAGER has been designated as the Applicant Agent
(Name of Designated Applicant Agent)

to act on behalf of CITY OF GLENDALE.
(Applicant Name)

(Authorizing Official's Signature) CITY MANAGER _____
(Title) (Date)

Designated Applicant's Agent

Name JEFF MCMENEMY

Title/Official Position CITY OF GLENDALE EMERGENCY MANAGER

Mailing Address 11550 W GLENDALE AVE

City, State, Zip GLENDALE, AZ 85307

Daytime Telephone Number 623-872-5000 Fax 623-872-5095
(Please include area code and extension if not a direct number)

E-mail Address jmcmenemy@glendaleaz.com Pager/Cell 602-882-0434

For ADEM Use Only

Received By: _____
(Initials & Date)

July 2000

Form # AZ PA 204-4



Legislation Description

File #: 17-226, Version: 1

RATIFICATION OF EXPENDITURE OF FUNDS AND AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR THE ARROWHEAD RANCH WATER RECLAMATION FACILITY IMPROVEMENTS

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Carollo Engineers, Inc., (Carollo) for construction administration services for Arrowhead Water Reclamation Facility improvements (ARWRF) for an amount not to exceed \$3,259,500. Staff is also requesting approval to ratify the expenditure of funds paid in the amount of \$1,214,880.

Background

The ARWRF commenced operations in the mid 1980's. This facility has a capacity of processing 4.5 Million Gallons per Day (MGD) of raw sewage. Currently it treats approximately 3.0 MGD and it is not anticipated to need an expansion to support future flows.

On January 28, 2014, Council approved a Professional Services Agreement with Carollo to provide design and construction administration services for improvements at ARWRF. This agreement was utilized to perform project design services. The contract was intended to provide services for a three-year period, however the term language did not accurately reflect the schedule. City staff discovered the discrepancy when developing an amendment to the contract to extend the original schedule and scope of services. Therefore, a new contract was developed to rectify the term, reallocate remaining budget and scope items included in the original contract, and account for the additional services requested by the City.

Resilience and reliability of all process equipment are essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits. Since this facility is an end of line plant, meaning it cannot be bypassed and flows cannot be turned off, it is critical that it is reliable and available for service 365 days a year. Facility process equipment needs periodic assessments and improvements to maintain effective and reliable operation. The plant was evaluated and systems were identified that have reached the end of their useful life and need to be replaced.

Analysis

The design phase of this project has been completed, and the project is ready to be constructed. The primary construction administration services provided by this contract include the replacement of headworks equipment, the odor control system, final effluent filters, electrical gear and other equipment that has reached the end of its useful life and requires replacement.

The construction phase services are expected to begin in July 2017. Carollo will provide construction administration services for an amount not to exceed \$3,259,500 for this final construction phase of this project.

Previous Related Council Action

On December 8, 2015, Council approved a Construction Manager at Risk agreement with MGC to provide design phase services.

On January 28, 2014, Council approved a Professional Services Agreement with Carollo to provide design and construction administration services for improvements at ARWRF.

Community Benefit/Public Involvement

Maintaining a safe, reliable, and resilient facility ensures compliance with water resources goals and regulatory limits, and enhances public safety and preserves quality of life for Glendale residents.

Budget and Financial Impacts

Funds in the amount of \$1,214,880 have been paid to Carollo for services performed outside of the term of the original contract, but within the not to exceed amount approved by Council on January 28, 2014. Funds for these expenditures were paid from the FY2015-17 capital improvement plan budgets. Including the ratification of prior expenditures, the total budget impact of this item is \$4,474,380.

Funding for the new contract is available in the adopted FY2016-17 and the proposed FY2017-18 capital budgets. Future year budget appropriation is contingent upon Council approval.

Cost	Fund-Department-Account
\$4,474,380	2360-60007-550800, Arrowhead WRF Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

PROFESSIONAL SERVICES AGREEMENT
 Arrowhead Ranch Water Reclamation Facility Improvements
 Construction-Phase and Post-Construction Services
 City Project No. 121337

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Carollo Engineers, Inc., a Delaware corporation, ("Consultant") as of the ____ day of _____, 2017 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. 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.
- b. 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. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$3,259,500 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 **Allowances.** An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 **For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- 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 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.

8.3 **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.

8.4 **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.

8.5 **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).

8.6 **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.

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

8.8 **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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- 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.

12.2 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:

Carollo Engineers, Inc.
 George P. Maseeh, P.E., Senior Vice President
 4600 E. Washington Street, Suite 500
 Phoenix, AZ 85034

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

City of Glendale
 c/o Bill Passmore, P.E., Project Manager
 5850 W. Glendale Ave.
 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.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a three (3) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one year. 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 Agreement period. There are no automatic renewals of this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(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

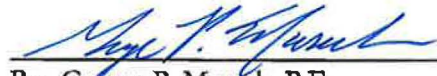
ATTEST:

Julie K. Bower (SEAL)
City Clerk

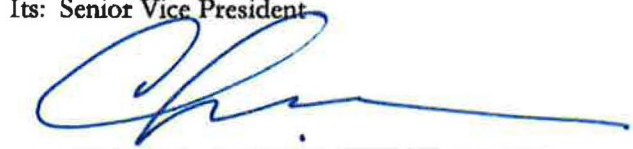
APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Carollo Engineers, Inc.,
a Delaware corporation authorized to do
business in Arizona



By: George P. Maseeh, P.E.
Its: Senior Vice President



By: Chad D. Meyer, P.E.
Its: Associate Vice President

EXHIBIT A
Professional Services Agreement

ARROWHEAD RANCH WATER RECLAMATION FACILITY (ARWRF) IMPROVEMENTS
CONSTRUCTION-PHASE AND POST-CONSTRUCTION SERVICES
Project No. 121337

PROJECT

DESCRIPTION OF PROJECT

The ARWRF is located north of Union Hills Drive and west of Loop 101 and treats wastewater from a tributary area located in the northern part of the City. The current treatment plant permitted capacity is 4.5 million gallons per day (mgd) maximum month average daily flow (MMADF). The plant provides tertiary treatment of incoming municipal wastewater and is considered an end-of-the-line facility. The treatment plant's current annual average daily flow (AADF) is approximately 3.0 mgd. The ARWRF utilizes a three-train conventional activated sludge, biological nutrient removal (BNR) aeration system including anoxic zones, followed by six rectangular clarifiers to provide secondary treatment. The ARWRF utilizes DynaSand™ continuous backwash, upflow filters for tertiary filtration, and a Trojan 3000+ UV system for disinfection. The ARWRF is permitted for and classified as an Arizona Department of Environmental Quality (ADEQ) Class A+ Reclaimed Water Facility. The ARWRF does not have solids handling facilities.

The ARWRF Improvements Project generally consists of improvements to the following plant systems in the form of replacement or renovations required to restore efficient and effective operation of the facility:

1. Headworks facility
2. Odor control system
3. Tertiary filters
4. Miscellaneous facility improvements (secondary clarifiers, NPW system, etc.)
5. Electrical, instrumentation and control system improvements

Evaluation and design-phase services for the ARWRF Improvements were completed under a previous contract. This contract covers construction-phase and post-construction services for implementation of the ARWRF Improvements.

EXHIBIT B
Professional Services Agreement

**ARROWHEAD RANCH WATER RECLAMATION FACILITY (ARWRF) IMPROVEMENTS
CONSTRUCTION-PHASE AND POST-CONSTRUCTION SERVICES
Project No. 121337**

SCOPE OF WORK

INTRODUCTION

The following Scope of Work describes the professional services to be performed by Carollo Engineers, Inc. (hereinafter referred to as the “ENGINEER”) associated with the Arrowhead Ranch Water Reclamation Facility (ARWRF) Improvements Project - Construction-Phase and Post-Construction Services (hereinafter referred to as the “Project”) for the City of Glendale (hereinafter referred to as the “CITY”).

The ARWRF Improvements Project is presently approaching the Final Design Submittal milestone under a separate professional services agreement. The Scope of Services presented herein is associated with the Construction Administration and Inspection Services, Start-up and Warranty Services, and SCADA and PLC Configuration Services to be performed by the ENGINEER. This Scope of Services assumes the CITY’s Notice-to-Proceed (NTP) for this Professional Services Agreement will be effective concurrently with the ARWRF Improvements Construction NTP to its construction manager at risk on **July 1, 2017**. Any additional study, design, or evaluation services deemed necessary by the CITY that extend beyond the term of the separate design-phase services agreement will be handled under Miscellaneous Services of this Agreement, upon approval by the CITY.

ASSUMPTIONS

1. Project will be procured using the Construction Manager at Risk (CMAR) project delivery method. MGC Contractors, Inc. has been selected as the CMAR.
2. The overall construction of the Project is anticipated to have a duration of 26 months, beginning July 1, 2017, with Substantial Completion targeted for July 8, 2019, and Final Completion targeted for August 6, 2019.
3. Construction-Phase services will include office-related engineering services during construction (ESDC) and field-related construction administration and inspection (CA&I) efforts.
4. Modifications to project delivery approach based on deviation from the anticipated CMAR project delivery, including but not necessarily limited to the following are NOT included in this Scope of Services and will be handled under Miscellaneous Services, if desired by the CITY:
 - a. Should the CITY be unable or unwilling to accept the CMAR guaranteed maximum price (GMP) and instead decide to procure and deliver the Project using a traditional “design-bid-build” delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the CMAR delivery method.
 - b. Additional services for bidding, including preparation of Bid Document sets, participation on a pre-bid conference, responding to Bidder questions, preparing applicable addenda, attendance at the Bid opening, assistance in evaluation of Bids, and participation in a pre-construction conference with the selected General Contractor.
5. *Standard of Care:* ENGINEER will be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type

work at the time Notice to Proceed is issued. ENGINEER and CITY mutually agree that standard of care, as applied to design professional, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

6. Commissioning consultation or other related services on portions of the ARWRF outside of the facilities updated under the Facility Improvements Project and Electrical Improvements will be handled under Miscellaneous Services, if desired and approved by the CITY.
7. System SCADA Integration will be performed by the ENGINEER. As such, coordination with the selected CMAR and E,I&C Subcontractor during the Design Phase and construction will be completed by ENGINEER accordingly.
8. Final electrical system studies, including short circuit, protective device coordination, and arc flash hazard analysis shall be provided by the CMAR (or others) during construction, based on the actual equipment being provided.
9. Evaluation of new or significantly revised process technologies, facilities, and related appurtenances as a result of changes to the Scope of Services (Exhibit B) which may be required due to project budget limitations will be handled under Miscellaneous Services, upon approval by the CITY.
10. Specially customized and detailed SCADA/HMI training manuals are NOT included in this Scope of Services.
11. ENGINEER shall verify the control system equipment installation, networking, and communications status during ENGINEER and CMAR startup and integration as part of this Scope of Services

SCOPE OF SERVICES

The Scope of Services for the remaining overall ARWRF Improvements Project is based on the following major Work Breakdown Structure (WBS) elements:

- **Task 100 – Project Management and Administration**
- Task 200 – Facility Evaluation and Design Concept Development Services (*not used*)
- Task 300 – Detailed Design and Construction Documents (*not used*)
- **Task 400 – Construction Administration and Inspection Services**
- **Task 500 – Start-Up and Warranty Period Services**
- **Task 600 – SCADA and PLC Configuration Services**
- **Task 700 – Miscellaneous Services**

Specific efforts to be completed for the tasks (and sub-tasks) and the associated deliverables are defined further herein.

TASK 100 – PROJECT MANAGEMENT AND ADMINISTRATION

ENGINEER will perform general project management activities throughout the Construction Phase, as delineated in the following tasks and sub-tasks.

Task 101 – Monthly Project Control and Reporting

The ENGINEER will prepare and coordinate the necessary subconsultant agreements required for the project, and will coordinate and manage the subconsultants throughout the course of the project accordingly.

The ENGINEER will develop a quarterly cash flow schedule that will provide information regarding future funds needed to complete the project.

ENGINEER will prepare and provide monthly invoices and progress reports throughout the duration of the project as appropriate. Invoices will include:

- Total contract amount
- Total expenditures to date
- Less previous billings
- Total expenditures this period
- Amount remaining
- Total amount due

Task 102 – Quarterly Project Management Meetings

The ENGINEER will hold quarterly management meetings with the CITY. The total number of anticipated management meetings is eight. Management meetings are intended to provide the CITY with an executive summary of the following items:

- Construction progress
- Construction Administration and Inspection progress
- Construction cash flow
- Construction Administration and Inspection cash flow
- Key contractual issues
- Key technical issues Executive action items
- Other items as deemed necessary by the CITY

TASK 200 – FACILITY EVALUATION AND DESIGN CONCEPT DEVELOPMENT SERVICES

Not Used.

TASK 300 – DESIGN AND CONSTRUCTION DOCUMENTS

Not Used.

TASK 400 – CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

The following section of the Scope of Services describes the engineering services associated with the CA&I effort for the Project.

Task 401 – Construction Administration Services

The Construction Administration Phase services as defined herein are based on the following assumptions:

1. The anticipated construction period will be a total of 26 months for the ARWRF Facility Improvements project, from CMAR Notice to Proceed to Final Completion.

2. The ENGINEER will furnish a Resident Project Representative (RPR) for the construction activities with resource utilization anticipated at 22 months full-time and 4 months half-time.
3. ENGINEER will provide additional support (office engineering presence) at all weekly progress meetings, and as further described in Task 401.1 – Representation on Behalf of the City.
4. Commissioning consultation or other related services on portions of the ARWRF outside of the facilities updated under the Facility Improvements Project are excluded.

Task 401.1 – Representation on Behalf of the City

The ENGINEER will consult with and advise CITY and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned herein shall not be modified, except as ENGINEER may otherwise agree in writing. All CITY instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CITY to the extent provided in this scope of services except as otherwise provided in writing. The ENGINEER must consult with the CITY on any issues resulting in changes to the scope of work, additional costs or changes to the project schedule, and must get the CITY'S approval before issuing instructions to the Contractor(s).

ENGINEER will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) (unless otherwise specified in the construction contract documents) or the safety precautions and programs associated with the work of Contractor(s). The ENGINEER shall immediately notify the City of any construction activities that are not safe.

ENGINEER will make site(s) visits appropriate for the size of Project and type of construction at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Contract Documents.

ENGINEER's efforts shall be directed toward providing a greater degree of confidence for CITY that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

On the basis of on-site examination of materials, equipment, and workmanship, ENGINEER will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. This task shall include the following items:

1. Conduct Preconstruction Conference: The ENGINEER will attend a preconstruction conference. At the conference, the ENGINEER will identify field services to be provided by the ENGINEER and discuss appropriate coordination procedures.
2. Provide Construction Administration, Quality Assurance, and Coordination: the ENGINEER will provide construction administration and quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and that schedules are being met. The ENGINEER will provide coordination functions during the construction phase as follows:
 - a. Hold coordination meetings with the CITY representative and other City staff as appropriate
 - b. Coordinate with regulatory and approving agencies and utilities as required
 - c. Coordinate the work of specialty subconsultants assigned to the Project
 - d. Verify Contractor's Material Safety Data Sheets (MSDS) are on file at the job site
3. Provide Project Documents: The ENGINEER will maintain and provide the following detailed project records and documentation during the construction phase: The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting

minutes, clarifications, mark-ups of drawings and specifications, control system documentation, status reports and other such documentation. Project records shall be delivered to the CITY's representative upon completion of the construction contract.

Task 401.2 – Responses to RFIs

ENGINEER will render interpretation and responses necessary for the proper execution and progress of the Work at the ARWRF site on written request of either the CITY or the CMAR, and submit written responses to the CITY's representative accordingly. Responses will be provided within five working days upon receipt by the ENGINEER, or as agreed to by the CITY. ENGINEER will render all interpretations or decisions in good faith and in accordance with the requirements and intent of the Contract Documents.

Task 401.3 – Design Clarifications

ENGINEER will render Design Clarifications necessary for the proper execution or progress of the Work at the ARWRF site on written request of either the CITY or CMAR, and submit written responses to the CITY's representative accordingly. Responses will be provided within 15 working days upon receipt by the ENGINEER, or as agreed to by the CITY. ENGINEER will render all interpretations or decisions in good faith and in accordance with the requirements and intent of the Contract Documents.

Task 401.4 – Change Order Reviews

ENGINEER will review change order requests from the CMAR and provide opinion on the appropriateness of the change order request, in accordance with the Contract Documents. ENGINEER will provide written summary of opinion of change order request and submit to CITY'S representative accordingly.

Task 401.5 – Submittal Reviews

ENGINEER will review and process the ARWRF Facility Improvements related equipment and material submittals (i.e. samples, schedules, shop drawings, test results, product data, and other data) that the CMAR is required to submit for conformance with the Contract Documents.

MOPO Plan Submittals: ENGINEER will review CMAR's various Maintenance of Plant Operations (MOPO) plan submittals and provide written comments to CITY relative to any identified design-related impacts or conflicts. ENGINEER will also participate in the development of MOPOs, including attendance at MOPO meetings.

CMAR Start-up and Testing Plan Submittals: ENGINEER will review CMAR's Start-Up and Testing Plan submittals for compliance with the Contract Documents, and provide written comments to CITY relative to any identified design-related impacts or conflicts. A meeting will be held (in lieu of one Monthly Progress Meeting) to review and discuss the Start-Up and Testing Plan submittals.

Vendor O&M Manual Submittals: During the course of the Work, ENGINEER will verify that the various certificates, Operations and Maintenance (O&M) manual updates, and other data required for assembly and furnished by CMAR are applicable to the items actually installed. ENGINEER will set up an index system, utilizing standard size, and type binders with a manual numbering system that corresponds to the established index system. ENGINEER will check each manual submitted for completeness, for conformance to the design concept of the project, and for conformance with the Contract Documents.

The CMAR's submittals will be stamped appropriately to indicate results of the ENGINEER's review. Such review will determine the suitability of the CMAR's proposed details for implementing the design, technical submittals conform to the design information given in the Contract Documents, and are consistent with the design intent represented in the specifications and drawings. Such review and approval

will not extend to means, methods, sequences, techniques, or procedures of construction selected by CMAR, or to associated safety precautions and programs, unless specifically required in the Contract Documents by the ENGINEER. The ENGINEER will also receive, review, and provide written comments to the CITY's (for general content as required by specifications) maintenance and operating schedules and instructions, guarantees, and certificates of inspection that are to be assembled by CMAR in accordance with the Contract Documents.

The submittal review process will be managed to provide timely review and response to the CMAR's submittals. ENGINEER will complete the review of submittals within 30 working days from ENGINEER's receipt of submittal, unless otherwise mutually agreed to by the CITY, CMAR and ENGINEER.

Task 401.6 – ARWRF Improvements O&M Manual Update

ENGINEER will prepare a supplement to the existing ARWRF Operation and Maintenance (O&M) manual outlining the intent of design for the ARWRF Facility Improvements components and integrating the manufacturers' requirements for equipment operation into the overall plant operations scheme. The ARWRF Facility Improvements O&M manual supplement will be written for use by CITY of Glendale personnel, structured for ease in locating and providing quick access to information. Three copies of the draft manual (outline form only) will be submitted to the CITY for review when the construction work is approximately 60 percent complete. Three copies of the 90 percent complete draft manual, in three-ring binder format, will be submitted to CITY for review when the construction work is approximately 90 percent complete. A marked-up version of the 90 percent complete manual will be available during the Start-Up phase. Three copies of the final manual, in three-ring binder and searchable PDF formats, will be submitted within 30 working days following completion of commissioning and receipt of written comments from the CITY. The O&M manual supplement will consist of the following items as they apply only to the ARWRF Facility Improvements project components. :

- Introduction and basis of the ARWRF Facility Improvements design, including physical characteristics and operating parameters.
- A description of each of the chemical unit processes that are applicable to the ARWRF Facility Improvements project.
- Standard operating procedures and process controls for each major sub-system that were part of the ARWRF Facility Improvements project, such as the Headworks, Filtration system, Secondary Clarifiers, Odor Control system, and influent splitter boxes.
- Start-up and shutdown procedures, abnormal or emergency operating procedures, troubleshooting and process monitoring and sampling procedures that is applicable to the ARWRF Facility Improvements project.
- Maintenance procedures, based on information presented in the manufacturer's equipment manuals, including preventive maintenance schedules recommended by the manufacturers on components that are applicable to the ARWRF Facility Improvements project.
- List of recommended spare parts.

Task 402 – Construction Inspection Services

The construction duration is anticipated to be a total of 26 months for the overall Project construction, from CMAR Notice-to-Proceed to project Final Completion.

Task 402.1 – Resident Engineering / General Inspections

ENGINEER will provide an on-site RPR for the purpose of conducting general inspections during the construction activities on the four principal project components at the ARWRF site. This on-site inspection is based on an equivalent total time of 1 half-time month (initially), 3 half-time months (at the

end of construction) and 22 full-time months for all other construction activity. The inspection schedule will initially be set for full-time, on-site inspection, on any day where work on the ARWRF Facility Improvements project is being conducted. In some instances, deviations in hours or number of Inspectors may be required to cover specific project needs or overtime work with the corresponding increase in manhours to be determined on a mutually agreeable basis by the CITY, CMAR, and ENGINEER. Additional inspection services may be required beyond that defined for the RPR (e.g. early-morning concrete pours, overnight MOPOs, etc.) and will be handled under Miscellaneous Services accordingly.

RPR will provide General Inspection for the ARWRF site, with responsibilities to include, but not limited to the following:

- Underground piping
- Aboveground piping and piping inside structures
- HVAC and plumbing
- Equipment installation (verifying that the item to be installed is the same as the approved submittal)
- Equipment start-up (verifying that manufacturer's recommendations as to lubrication, seal water connection, assembly, and similar installation items are complete)
- Coordinate with other disciplines to resolve conflicts
- MOPO consultation as appropriate, including coordination with ARWRF start-up items
- RFI responses, where appropriate
- Punch lists for major areas

Task 402.2 – Electrical Inspections

ENGINEER will provide electrical inspection on the ARWRF site, with responsibilities to include, but not limited to the following:

- Underground ductbanks
- Interface with local electrical utility, including the review of design submittals provided by APS, as may be required to resolve design, construction, testing, or other issues between the local electrical utility and ENGINEER's original design, as necessary
- Verify material and equipment to be installed is per specifications and approved submittals
- Equipment start-up (verify that major equipment items have proper electrical installation before it is energized)
- Coordinate with other disciplines to resolve conflicts
- Punch lists for major areas
- Coordinate and verify the data communication installation work is accomplished per design.

Task 402.3 – Special Inspections

ENGINEER will provide on-site Special Inspectors for purposes of conducting all necessary special inspections and will certify compliance with the CITY's applicable codes and standards in accordance with the most current International Building Code (IBC), as adopted by the CITY. ENGINEER will sign and attach professional seal to the latest City of Glendale Certificate of Special Inspection form approving the Work, when the CMAR has completed the Work covered by the Special Inspection requirements. Special Inspectors will be capable of interpreting and making field adjustments as required that comply with the intent of the Contract Documents. Special inspections will include building safety-related architectural, mechanical, and plumbing inspections.

Task 402.4 – Special (Structural) Inspections

ENGINEER will provide on-site Special (Structural) Inspection for building and process structure construction, including steel construction, concrete construction, and masonry construction in accordance with the most current IBC sections. Specific items will include, but not necessarily be limited to, cast-in-place concrete, bolts installed in concrete, reinforcing steel and pre-stressing steel tendons, structural welding, high strength bolting, structural steel members, structural masonry, and drilled piers. Special (Structural) Inspection of shade type structures (if required) will be based on the ENGINEER-approved shop drawings submitted by manufacturer (which are based on performance-based technical specifications only). It is assumed that no shop inspection of fabricators (per IBC) will be required.

Task 402.5 – Special (Geotechnical) Inspections

ENGINEER will provide on-site Special (Geotechnical) Inspection of existing site soil conditions, fill placement and load-bearing requirements greater than 12-inches deep, in accordance with the most current version of the IBC codes, including inspection of structural engineered fill and subgrade preparation; under-slab aggregate base course field density testing; foundation excavation observation for structures; soil excavation separation and stockpile management; inspection of structural and utility trench backfill; and laboratory testing with sampling per Contract Documents (including moisture density relations ASTM D698-A, sieve analysis, plasticity index and swell). Before placement of the prepared fill, the Special (Geotechnical) Inspection will determine that the site has been prepared in accordance with the approved soils report. During placement and compaction of the fill material, the Special (Geotechnical) Inspection will determine that the material being used and the maximum lift thickness comply with the approved soils report. The Special (Geotechnical) Inspection will determine that the in-place dry density of the compacted fill complies with the approved soils report.

Task 403 – Substantial and Final Completion Inspections

Following written notice from the CMAR, The ENGINEER will conduct an inspection to determine if the project or the work associated with interim milestones is substantially complete in accordance with the Contract Documents. If the ENGINEER considers the work substantially complete, the ENGINEER will deliver to the CITY and the CMAR the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the CITY and the CMAR. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

The ENGINEER will, upon completion of the punch list items as notified by the CMAR, make final inspection to determine if the finished work has been completed to the standard required by the Contract Documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and CMAR has fulfilled the obligations so that ENGINEER may recommend, in writing, final payment to CMAR and may give written notice to CITY and the CMAR that the work is acceptable, subject to any conditions therein expressed and in consultation with the CITY whether the work is finally complete. At or before the final inspection, the ENGINEER will request the CMAR prepare and furnish;

1. Certification that all obligations for payment for labor, materials, or equipment related to the work have been paid or otherwise satisfied.
2. Certification that all insurance and bonds required of the CMAR beyond final payment is in effect and will not be canceled or allowed to expire without notice to the CITY.
3. Written consent of surety for final payment.
4. Record document information is complete and submitted.
5. Keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work.

6. Verification of permit closeout including the Certification of Occupancy.

If the work is not finally complete, the process shall be repeated until the work is finally complete. Promptly after the work is determined to be finally complete and the ENGINEER determines that the CMAR has properly submitted the items required for final inspection, the ENGINEER will determine whether the CMAR is entitled to final payment and, if so, will so certify to the CITY.

The ENGINEER's certification that the CMAR is entitled to final payment constitutes the ENGINEER's representation to the CITY that:

1. The work complies with (a) the Contract Documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards
2. CMAR has submitted proper Final Completion close-out documents
3. CMAR is entitled to final payment

The ENGINEER will provide to the CITY, at the time it submits a signed final payment request from the CMAR, all Final Completion closeout documents.

ENGINEER will not be responsible for the acts or omissions of the CMAR, or subcontractor, or any of the CMAR(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site(s) or otherwise performing any of the CMAR(s)' work; however, nothing contained in Task 402, shall be construed to release ENGINEER from liability for failure to properly perform duties in accordance with this scope of services.

Task 404 – Construction Record Drawings

As-Built (Record) Drawings will be prepared by the ENGINEER, for new and rehabilitated facilities, to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type work. ENGINEER will prepare all Construction Drawings of Record (conformed construction drawings using the Final Design Drawings and incorporating any construction changes by the CMAR) showing the changes made during the construction process. ENGINEER will submit three (3) copies of the project Drawings of Record (As-Built Drawings) on CDs in AutoCAD (or Microstation) and PDF format. The CDs in PDF format must include the seal and signature of the engineer of record. The CMAR will submit construction as-built drawings to the ENGINEER for the development of the Construction Record Drawings.

TASK 500 – STARTUP AND WARRANTY PHASE SERVICES

Task 501.1 – ARWRF Facility Improvements Start-Up Services

Start-Up services begin after completion of the construction phase. At the end of the successful Start-Up, the project will be considered “substantially complete” in accordance with Task 403. Start-Up of the facility improvements will be performed by the CMAR. The ENGINEER will be present during Start-Up and will be responsible for reporting operational issues, equipment performance issues, installation issues, discrepancies under warranties in the Contract Documents, and provide assistance for resolution of defects for correction under warranty.

Task 501.2 – ARWRF Facility Improvements Start-Up Plan

ENGINEER will review the ARWRF Improvements Start-Up Plan(s) and procedures prepared by the CMAR. The Start-Up Plan is anticipated to include identification of key milestone activities necessary for orderly Start-Up of the new ARWRF Facility Improvement project facilities. The milestone activities will

include coordination of chemical deliveries, completion of any construction activities required for substantial completion, and coordination of required CMAR maintenance activities, etc.

Task 501.3 – Initial Operational Support Assistance

After Start-Up services are complete, The ENGINEER will be present during the initial 30-day CITY operation of the newly constructed ARWRF facilities. The ENGINEER will be on-site for three days a week for four weeks assisting with possible operational issues, equipment performance issues, installation issues, discrepancies under warranties in the Contract Documents, and provide assistance for resolution of defects for correction under warranty. The Task 501.3 services will assist the CITY with the transition of the ARWRF from CMAR Start-Up to Owner Operation.

Task 501.4 – Equipment Performance Testing

ENGINEER will verify that equipment and systems performance, operational and acceptance field-testing and start-up are conducted as required by the Contract Documents and in the presence of the required personnel, and that CMAR maintains adequate records thereof. ENGINEER will observe, record, and report to the CITY representative whether or not the testing meets design intent relative to the test procedures and start-ups.

Task 501.5 – Warranty Support Services

The objective of the Warranty Support Services task is for the ENGINEER to provide “on-call” assistance to the CITY’s operational staff on an “as needed” basis for a period of 24 months. The ENGINEER will document the resolution to operational issues unique to the facility in a troubleshooting chapter in the Operations Manual. The ENGINEER will document the final operational procedures of each process associated mechanical equipment, and instrumentation and control system components. The ENGINEER will continue to document warranty issues, issue warranty requests to the CMAR, and follow up that warranty requests are satisfactorily resolved.

TASK 600 – SCADA CONFIGURATION AND INTEGRATION

Task 600 of the original PSA is amended to include the following additional scope to include SCADA Configuration and Integration associated with the Electrical Improvements.

SCADA and PLC programming is included as part of this Scope of Services and performed by the ENGINEER in Task 600 – SCADA and PLC Configuration Services. The level of effort includes a maximum of:

- Nine PLCs
- Six HMI Screens
- 600 I/O Points
- Zero OITs (OITs will be furnished and programmed by vendor/manufacturer).

An Allowance under Task 700 Miscellaneous Services will be included for possible additional networking equipment upgrades or SCADA and PLC Configuration Services that are undefined at this time.

The SCADA Configuration and Integration scope of work is based on the following:

1. This task includes all programmable logic controller (PLC) and human machine interface (HMI) programming necessary for the areas of the plant upgraded as part of this project under Task 300. New Electrical Improvement scope includes:
 - Influent Pump Station VFD Replacement
 - Blower Building PLC Upgrades/Replacement

- RAS/WAS Building PLC Upgrades/Replacement
 - RAS/WAS Building VFD Replacement
 - Switchgear Automatic Transfer Operation and PLC Coordination
 - Electrical Rehabilitation and Vulnerability Improvements
2. This task assumes that each of the areas identified currently have or will be upgraded to Modicon M580 PLCs. Additional areas not listed are included in Task 700 Allowance.
 3. This task does not include PLC and HMI programming for additional areas of the plant or those that are not upgraded as part of this Project. Additional PLC and configuration tasks are included under Task 700 if additional work is required as part of this Project.
 4. This task does not include configuration or programming for remote locations that can monitor or control the local plant. The CITY shall be responsible for configuration of monitoring and control at the Utility Control Center.
 5. This task includes updating the plant controls system trending, and ADEQ reporting, as required due to the improvements to the plant monitoring and reporting capabilities and requirements.
 6. All configuration services work will utilize the CITY's latest version of software packages for GE Intelligent Platform's HMI/SCADA - iFIX and Schneider Electric Modicon M580 Unity Pro.
 7. HMI and PLC programming will follow the "Control System Standards and Conventions Document," created for the City of Glendale Oasis Water Campus, and updated as part of the Arrowhead WRF UV Upgrade Project. The SCADA standards document will be reviewed and updated to incorporate additional project specific requirements as required.

Task 601.1 – SCADA Kick-Off Meeting

A Kick-Off meeting will be held with the CITY, ENGINEER, and CMAR to provide a clear statement of Task 600 goals and critical success factors. Consultant will conduct the meeting and provide meeting minutes. The following topics will be covered at the Task 600.1 Kick-Off meeting:

- Review Scope of Services
- Review and Finalize List of Owner-procured Equipment
- Review and Finalize List of Manufacturer and Model of Contractor Allowance Equipment
- Schedule and Deliverables
- Project Team Roles and Responsibilities
- Communication and Contact Information
- Review Periods
- Existing Documentation and Software Availability
- Change of Scope Procedures
- Review of Existing Configuration Standards
 - Standards and Conventions
 - Trends and Historical Data
 - Alarm Prioritizing and Area Assignments
 - Equipment Vendor Coordination
 - Integration with Existing Control System
- Review of ADEQ reporting requirements

DELIVERABLES: Submittal of the meeting minutes for the SCADA Kick-Off Meeting.

Task 601.2 – Develop Initial SCADA Programming

Initial programming will be developed based on the Control System Standards and Conventions Document, the equipment control descriptions, and the I/O list in the Contract Documents. After initial programming is developed, the ENGINEER will provide initial programming documents to the CITY for review. After CITY review, the ENGINEER will meet with the CITY to review the initial programming and obtain comments. Initial programming documents that will be reviewed by the CITY include the following:

- PLC programming code for major equipment items.
- Operator workstation overview graphic displays color printout.
- Example control graphic displays color printout.
- Example trending screen color printout.

DELIVERABLES: PLC Programming Code in PDF format, HMI Screen Shots as JPEG files.

Task 601.3 – Develop PLC Programs

After initial programming has been developed and reviewed by the CITY, the ENGINEER will develop the PLC tag listing and proceed with PLC program development. The PLCs shall be programmed to control the systems according to the control block descriptions listed in the Contract Documents within the assumptions noted previously. This task does not include development of temporary control strategies to allow full automatic control of the plant during all phases of construction. It is assumed that the CITY will control processes manually as required during construction. The ENGINEER will provide minor PLC modifications during start-up to assist the CITY in manual or semi-automatic control. If the CITY deems it necessary to implement temporary programs, that are not described in the control block descriptions to automate the process, the ENGINEER will provide these services as a supplemental service to the scope of work.

DELIVERABLES: Final PLC Programs in PDF format, PLC tag list in PDF format.

Task 601.4 – Develop HMI Graphic Displays and Database

Develop new operator control and monitoring displays for the HMI workstations. The HMI will be programmed to control the systems according to the control block descriptions listed in the Contract Documents. After the HMI graphic displays are developed, the ENGINEER will prepare documents for review by the CITY. After approximately a two-week review period, the ENGINEER will meet with the CITY to review the HMI graphics programming and obtain comments. After review of the HMI graphic displays with the CITY, the ENGINEER will incorporate the CITY's comments and develop the final HMI displays and PLC programming. Existing controls for processes not described in the control block descriptions, or herein, will not be modified or upgraded.

DELIVERABLES: HMI graphic displays in JPEG format and meeting minutes from HMI review meeting.

Task 601.5 – Configuration Quality Control

The ENGINEER will complete a quality control review of all programming documentation, PLC programming, and HMI development. The quality control review will include verification of operation as described in the control block descriptions and compliance with the Plant Control System Standards and Conventions.

Task 601.6 – Instrumentation & Control Coordination

I&C coordination activities will be performed to ensure the ENGINEER and equipment vendors are ready for start-up and commissioning. Tasks generally include

- Witness and verify control loop checks, verify instrument calibrations, instruments startup and assist the SCADA system programmer with startup of SCADA system equipment.
- Verify with the CMAR that equipment installation and manufacturer start-up services have been provided prior to testing and startup from the SCADA system.
- Attend up to 10 CMAR construction meetings and coordinate programming startup activities with the CMAR's schedule.

ENGINEER will verify control system equipment installation, networking, and communications status. The ENGINEER will prepare a statement of deficiency for the CMAR for any control system installation problems or communication errors. If the CMAR's work has significant deficiencies, the ENGINEER can provide services to re-verify control system installation as a supplemental service.

DELIVERABLES: Statement of Deficiency List.

Task 601.7 – Install and Commission PLC Programming

After the CMAR has completed loop checks and verified that all equipment operates in the local manual mode, the ENGINEER will install the PLC programming and commission the PLC program. PLC programming will be tested in manual and auto mode. If signals from field equipment or other PLCs are not available, the signals will be simulated as required to verify proper operation of the PLC algorithm.

PLC code for new equipment will be as specified in the control descriptions. PLC code for existing equipment will match existing PLC code or will be revised as necessary to accommodate PLC upgrades. The CMAR will complete loop checks and verify that all new and existing equipment operates in the local manual mode prior to the ENGINEER installing and commissioning any PLC program. If deficiencies in the CMAR's work are found during the PLC I/O verification or PLC program commissioning, the ENGINEER will provide a statement of deficiency to the CMAR.

The start-up of the PLC programs is dependent on the CMAR's completion of work and schedule. The Install and Commission PLC Programming task includes up to three 5-day site visits. The ENGINEER will notify the CITY of significant changes in the CMAR's schedule or completion of work that will impact PLC programming startup costs.

Task 601.8 – Install and Commission HMI Programming

After the PLC I/O and programming have been verified and commissioned, the ENGINEER will commission all new HMI graphic displays for control of the system. If deficiencies in the CMAR's work are found during the HMI commissioning, the ENGINEER will provide a statement of deficiency to the CMAR for resolution including, but not limited to items regarding the control system installation and communication. The ENGINEER will notify the CITY of significant changes in the CMAR's schedule or completion of work that will impact costs for the Commission HMI Programming task.

Task 601.9 – Install and Commission History System

The CITY uses multiple SQL databases to store historical data from the Water and Wastewater processes. ENGINEER will coordinate with the CITY's personnel on the transfer of data to CITY's historical servers. The CITY will provide all configuration for the existing historical SQL servers.

Task 601.10 – Final Documentation

After the system is operational and accepted by the CITY, the ENGINEER will deliver final documentation. Electronic copies will be provided on CD media and hard copies will be provided in three-ring binders. The documentation to be provided to the CITY is as follows:

1. PLC Programs
2. HMI Software
3. OIT Programs
4. Graphic Displays

DELIVERABLES: Final programming documentation.

Task 601.11 – Configuration Punch List

The CITY will monitor the control system during the Site Acceptance Test and will keep a log of any problems that occur during the test. The ENGINEER will meet with the CITY to review the log. Entries in the log will be categorized as items to be added or modified by the ENGINEER, items to be corrected by the CMAR or supplemental programming items not included in the scope of services. This task includes up to a five-day site visit to meet with the CITY and resolve the ENGINEER's configuration punch list items included in the scope of work. CITY acceptance of the completed punch list, for items included in the configuration scope of work, will indicate final acceptance of the Plant control system programming.

DELIVERABLES: SCADA Configuration Punch List.

Task 601.12 – SCADA System Training

The ENGINEER will provide eight hours (two-four hour sessions) of training for the CITY's operation staff and four hours (one session) of training for the CITY's SCADA maintenance staff. The training class will be conducted on the installed control system and will familiarize and demonstrate the operation and maintenance of new systems monitoring and control to the CITY's personnel. This task includes a training outline agenda and hands-on interaction with CITY staff. Customized, detailed training manuals are not included in this task, but may be provided as a supplemental service.

TASK 700 – MISCELLANEOUS SERVICES

The following section of the Scope of Services describes the services and costs associated with the Miscellaneous Services for the ARWRF Improvements project.

Task 701 – Reimbursables Allowance

Other Direct Cost (ODC) charges for additional printing, scanning, reproduction, postal services, courier, and local travel will be required as part of the ARWRF Improvements CA&I effort. A "not-to-exceed" allowance amount is established for reimbursable Other Direct Costs. The ENGINEER will bill Reimbursable expenses to the CITY on a monthly basis, as they are realized.

Task 702 – SCADA Programming and Configuration Services Allowance

SCADA and PLC Configuration services were developed under Task 600 – SCADA and PLC Configuration. If additional SCADA Programming and Configuration services are required, the level of effort and compensation will be established as an addition to the project, defined, and compensated under Task 702 as agreed by the CITY and ENGINEER. A "not-to-exceed" allowance amount is established in Exhibit D for additional SCADA Programming and Configuration services that were not apparent at the

time this Scope of Services was developed. The ENGINEER will not begin work in Task 702 without CITY approval.

Task 703 – Owner’s Contingency

A "not-to-exceed" allowance is established in Exhibit D for unforeseen project and/or construction related issues that were not apparent at the time this Scope of Services for the project was developed. The ENGINEER will not begin work in Task 703 without CITY approval.

EXHIBIT C
Professional Services Agreement

ARROWHEAD RANCH WATER RECLAMATION FACILITY (ARWRF) IMPROVEMENTS
CONSTRUCTION-PHASE AND POST-CONSTRUCTION SERVICES
Project No. 121337

SCHEDULE

Professional services defined in Exhibit B shall be provided in accordance with the schedule listed below. Tasks will run concurrently, as completion times are all shown in months after Notice-to-Proceed.

Tasks	Completion <i>(in months after Notice-to-Proceed)</i>
100. Project Management and Administration	26
200. <i>Not Used</i>	-
300. <i>Not Used</i>	-
400. Construction Administration and Inspection	26
500. Start-up and Warranty Support Services	26
600. SCADA Configuration and Integration	26
700. Miscellaneous Services (Allowances)	26

EXHIBIT D
Professional Services Agreement

ARROWHEAD RANCH WATER RECLAMATION FACILITY (ARWRF) IMPROVEMENTS
CONSTRUCTION-PHASE AND POST-CONSTRUCTION SERVICES
Project No. 121337

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses as set forth in Section 4 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to the CONSULTANT, for full completion of all Work during the entire term of the Project must not exceed \$3,309,500.

DETAILED PROJECT COMPENSATION

Arrowhead Ranch Water Reclamation Facility (ARWRF) Improvements Construction-Phase and Post-Construction Services Fee Schedule	
TASK	AMOUNT
100. Project Management and Administration	\$ 81,560
200. <i>Not Used</i>	--
300. <i>Not Used</i>	--
400. Construction Administration and Inspection	\$ 2,192,960
500. Start-up and Warranty Support Services	\$ 184,400
600. SCADA Configuration and Integration	\$ 265,580
Subtotal Tasks 100 through 600	\$ 2,724,500
700. Miscellaneous Services (Allowances)	
701. Reimbursables Allowance	\$ 40,000
702. SCADA Programming and Configuration Services Allowance	\$ 45,000
703. Owner's Contingency Allowance (per PSA Paragraph 4.3)	\$ 450,000
Subtotal Task 700 (Allowances)	\$ 535,000
TOTAL PROJECT COST:	\$ 3,259,500



Legislation Description

File #: 17-228, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRIMATECH LLC, FOR THE CITYWIDE WATER SYSTEM ANALYSIS

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Primatech, LLC, in an amount not to exceed \$284,251.82 for water system analysis services to improve water distribution system operations.

Background

The City's water distribution system is a vast network of water mains, service lines, valves and fire hydrants which foster the conveyance of potable water for domestic and fire protection purposes. There are over 1,000 miles of water lines, including 24,000 valves, 62,000 service lines, 8,400 fire hydrants and 10 automatic pressure regulating valves.

Moving water through the City's distribution system is a key component in ensuring uninterrupted water service and reliability. Additionally, maintaining optimal pressure under all flow conditions is essential to providing water for domestic and fire protection purposes. Moreover, maintaining optimal water pressure reduces the amount of energy used to pump water throughout the distribution system and increases the life of the water system.

The purpose of this project is to conduct hydraulic modeling to determine pressure settings required for pressure control valve operations; provide design standards for City's pressure control valves; and update City's water system pressure maps.

Analysis

The City has experienced maintenance challenges with the existing pressure control systems. This study will provide the City with the necessary design criteria to replace the existing pressure control systems to ensure reliable water supply and pressure to our citizens.

Primatech, LLC was selected from the pre-qualified Engineering Consultants On-Call List to provide design and related engineering services.

Community Benefit/Public Involvement

Benefits from the project will enhance the integrity of the water distribution infrastructure, optimize water

distribution system operations, minimize pipeline breakage; service interruptions, improve fire protection throughout the City, and provide updated pressure information for new development within the City.

Budget and Financial Impacts

Funding is available in the adopted Water Services FY2016-17 and the proposed FY2017-18 capital budgets.

Cost	Fund-Department-Account
\$284,251.82	2400-61054-551200, Distrib Sys Imprv - citywide

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT

City Wide Water System Analysis

Project No. 151613

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Primattech, LLC, an Arizona limited liability company, ("Consultant") as of the ____ day of _____, 2017 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. 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.
- b. 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. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$284,251.82 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- 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 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.

8.3 **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.

8.4 **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.

8.5 **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).

8.6 **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.

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

8.8 **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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- 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.

12.2 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:

Primatech, LLC
 Shi-En Shiau, P.E., Principal
 120 N. 44th Street, Suite 400
 Phoenix, AZ 85034

- 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 Tom Kazmorowski
 5850 W Glendale Ave
 City of Glendale Engineering Dept., Rm 315
 Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional _____ 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.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(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:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Primatech, LLC,
an Arizona Limited Liability Company



By: Shi-En Shiau
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

City of Glendale's Water Service Department (WSD) has selected Primattech from the City's On-Call list to perform water distribution system pressure and analysis for optimal pressure management. WSD staff has experience operational issues within the City's water distribution system as follows:

1. High and low pressure issues within the distribution systems.
 2. Some Pressure Reducing Valves (PRV) could not close properly; aged Primary Logic Controllers (PLC) and other control systems need to be updated or replaced at nine (9), of the eleven (11), PRV stations that regulate flow control to four pressure zones across the City.
 3. Lack of adequate pressure readings from the distribution system to monitor effectiveness of operation strategies. Difficulty in properly operating Zone 2/Zone 3 zone split valves.
- Evaluation of the existing system, more specifically described in the Scope of Work (SOW), will include the following locations of existing PRV stations:

- | | |
|---|------------|
| a) 67 TH AVE. & BEARDSLEY RD. | (ZSV-67B) |
| b) 64 TH AVE. & UNION HILLS DR. | (ZSV-64UH) |
| c) 51 ST AVE. & GROVERS AVE. | (ZSV-51G) |
| d) 67 TH AVE. & SWEETWATER AVE. | (ZSV-67S) |
| e) 77 TH AVE & GLENDALE AVE. | (G&77) |
| f) 75 TH AVE. & BETHANY HOME RD. | (BH&75) |
| g) 75 TH AVE. & CAMELBACK RD. | (ZSV-75C) |
| h) ZONE 2/3 FCF (N. 67TH AVE) | (Z23) |
| i) 80 TH DR & NORTHERN AVE | (N&81) |
| j) 55 TH AVE & BECKER LN | (ZSV1) |
| k) 59 TH AVE & DESERT COVE RD | (ZSV2) |

Primattech will coordinate with the City project manager and staff to collect existing water distribution system data for review. Input data from previous work by others will be utilized to develop an updated city wide water distribution system model compatible with other City projects. Analysis of existing facilities will help verify and identify existing system deficiencies using a water system model of larger main truck lines, greater than 8". Results will be presented to the City project manager, as a technical memorandum, for City review and comment. Primattech will recommend system monitoring and methods to optimize current and future operational controls. Fire hydrant flow test data, collected at strategic locations within each pressure zone, will help identify and verify problem areas. Primattech will work closely with City staff to design alternative system improvements to mitigate system distribution issues. An electrical engineering and control system sub-consultant will assist with evaluation of upgrades to existing SCADA systems to improve operational controls for each PRV station. Standard PRV station improvements will be provided using three typical configurations. Plans and specifications for construction, installation, and maintenance of each standard configuration will be created for an optimized system used for planning construction of future design expansion. Written procedures created for standard and emergency operation of PRVs, wells, and booster stations, will include fire hydrants and valves within areas that are susceptible to low and high surge pressures. Dead end pipe locations will be reviewed with procedures for a flushing program. Public materials will be distributed in specific areas to address zone specific water quality issues. City staff will review results and alternative designs delivered as a draft study report. A final report will present all findings, with recommendations and City's review comments incorporated. Additional analysis and study for water infrastructure improvement options near Loop 101 and Beardsley Rd will be included as a fast tracked independent analysis, after existing system model is functional.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

EXHIBIT B

CITY OF GLENDALE

SCOPE OF WORK

City Wide Water System Analysis

CITY PROJECT NO. 151613

PRIMATECH PROJECT NO. GLE033a

DATE: APRIL 20, 2017

THE PROJECT

The City of Glendale Water Service Department has experienced some operational challenges within its water distribution systems. Operational issues within the City's water distribution system were identified by the City as follows:

1. High and low pressure issues within the distribution systems.
2. Some Pressure Reducing Valves (PRV) could not close properly; aged Primary Logic Controllers (PLC) and other control systems need to be updated or replaced at nine (9) PRV stations.
3. Lack of adequate pressure readings from the distribution system to monitor effectiveness of operation strategies. Difficulty in properly operating Zone 2/Zone 3 zone split valves.

The Water Services Department has selected Primatech from the City's On-Call list to perform water distribution system pressure and surge analysis for optimal pressure management. The scope of work will include the following:

100. PROJECT MANAGEMENT

- 101** Project kick-off meeting with City.
- 102** Monthly coordination meetings and workshops with City. Consultant shall prepare agenda and meeting minutes for all meetings for the duration of the project.
- 103** Project Management:
 - Provide and submit the project schedule monthly.
 - Project updates via email and/or telephone to discuss budget, schedule, and project issues.
 - Conduct an effective quality assurance and quality control program.
 - Monthly report summarizing progress to date, pending action items, project budget, and updated schedule.
 - Presentations to City staff as indicated in each task to discuss the project, construction schedule, costs, and constraints.
 - All correspondence, submittals, and deliverables (preliminary and final) shall be submitted to the City electronically (CAD, smart pdf, word, excel, and original file formats on CD).
 - Create an FTP site available on the internet for ease of data transfer for large digital files and use as a current information source.

200. DATA COLLECTION AND REVIEW

- 201. Primatech will review master plans in 2003 and 2008 and other recent reports prepared by Black & Veatch for water and groundwater systems.
- 202. Coordinate with Black & Veatch for water supply sources and mass balance within each zone.
- 203. Acquire data from the City
 - Primatech will provide the City with a list of required data for analysis and prepare the scope of work
 - The city will provide detail records for each PRV station that include manufacturer, model #s, and install dates.
 - The city provides operational records and as-built data for each of the following PRV stations:

LOCATIONS OF CITY PRV STATIONS (see attached map)

PRV #	LOCATION	MAP ID
1	67TH AVE. & BEARDSLEY RD.	ZSV-67B
2	64TH AVE. & UNION HILLS DR.	ZSV-64UH
3	51ST AVE. & GROVERS AVE.	ZSV-51G
4	67TH AVE. & SWEETWATER AVE.	ZSV-67S
5	77TH AVE & GLENDALE AVE.	G&77
6	75TH AVE. & BETHANY HOME RD.	BH&75
7	75TH AVE. & CAMELBACK RD.	ZSV-75C
8	ZONE 2/3 FCF (N. 67TH AVE)	Z23
9	80TH DR & NORTHERN AVE	N&81
10	55TH AVE & BECKER LN (N OF PEORIA)	ZSV1
11	59TH AVE & DESERT COVE RD	ZSV2

- Black & Veatch will coordinate with Primatech on the “Backup Supply Redundancy Project”

- Schedule field trip with the city staff to visit 11 PRV stations, booster stations, and reservoirs over a two-day period.
- Evaluate current Control Center operations and strategy using current City GIS data.
- The city will complete the PLC and SCADA information forms provided by Primatech.

300. PREPARATION OF WATER SYSTEM MODEL

- 301.** Use 2008 Master Plan and discuss the current and future supply and demand with Black & Veatch. City will request that Black & Veatch provide Primatech with all available data pertaining to the water system for use with the new model. Format of the basic skeleton model is required to be read by current EPA NET engine.
- 302.** Develop a georeferenced skeleton model of the City's water system, based on GIS components of a spatial geometric network, using a KY Pipe model, or equivalent, for water design modules used for system analysis.
 - 6799 pipes that are 12" and larger.
 - 7 tanks
 - 15 wells
 - 9 booster stations
 - 11 PRV stations
- 303.** Determine the extent of available City recorded data and if there is sufficient data to effectively calibrate a water system model. Identify missing/lacking complete data and define limitations placed on the water system model.

400. FACILITIES ANALYSIS AND DEFICIENCY IDENTIFICATION

- 401.** System Supply and Demand, mass balance
 - Define and review diurnal curve data that City selects as a representative sample period
 - Establish demand node locations and quantities using zoning land use maps for future buildout.
- 402.** System Pressure Analysis
 - Perform hydraulic modeling to optimize PRV pressure settings at City's PRV stations.
 - Develop pressure maps with high and low pressure contours; identify high and low pressure areas.

- Determine model deficiencies to develop a list of focus areas to aid City planning of improvements.
 - Consider pressure and flow distribution through system for winter and summer months using primary system components that include:
 - Groundwater well sites
 - Reservoirs
 - Booster stations
 - Main line supply and distribution connections
- 403. System pressure deficiencies and mitigation alternatives**
- 403.1. Identify primary system deficiencies, using information at known problem areas, briefly described below:**
- PRV could not close properly; aged PLC and other control systems need to be updated or replaced at nine (9) PRV stations.
 - PRV failures occurred from installations made in 2001.
 - Some PRVs that are set at 5 psi differentials will not fully close to no drip conditions.
 - Some valves that are not used often, require conditioning before working properly.
 - Manual valve operations near pump stations created system problems. (Butterfly valve operation, BFV21)
 - Use pressure monitoring installed within the distribution systems to verify the modeling findings and confirm the vulnerability of the areas determined to be susceptible to low and negative pressure transients via modeling.
 - Identify locations for adding pressure reading sensors to monitor effectiveness of operations strategies.
 - Data collection transducers are limited in some areas; provide a list of areas where additional transducers are required for compiling data from existing areas in problem zones
 - High pressure zones 1&4 in south City areas are lacking pressure transducers
 - Almost all PRVs are set at 40psi downstream low pressure side

- 59th and Peoria; Varies considerably during school sessions; Peak flow generally occurs prior to school beginning, about mid-morning.
 - 51st Ave and Tonopah; Feeds reservoir; 101 and 51st Ave loop not closed (line dead ends); Several medical offices north and south of freeway
 - 51st Ave and Grover; Low pressure issues
 - 64th and Union Hills; Pressure issues at BFP; 100 psi at lower Zone 3 not uncommon that blowing water softeners, ice makers, etc
 - 51st and Acoma; Possible connection alternative to 12” line (Black & Veatch doing water quality study and may provide system data to coordinate model development); also to consider other connection scenarios
 - High pressure areas along city’s south boundary in Zone 1 have only a few pressure monitoring sites
 - 81st Ave and Bethany Home area.
 - Evaluate the function and relocation of the PRV station located at 81st Avenue and Northern Avenue.
 - Assess the feasibility of using a smaller CLA valve during low demand period and use a large CLA valve during the peak demand time at all PRV stations
 - Evaluate interconnection with City of Phoenix at 107th Ave and Bethany
- 403.2.** Prepare conceptual layout of proposed improvements at PRV stations, booster station, wells, etc.
- 403.3.** Prepare cost estimates for the recommended conceptual layout.
- 404.** Review of monitoring and Operational Control Strategy with recommendations
- Evaluate the best available pressure monitoring technologies and recommend optimal remote pressure monitoring systems and locations for long term water distribution system pressure management.
 - Review the SCADA monitoring, and an operational control strategy including suggestions to accommodate the City’s operational requirements.
 - Prepare written procedures for the operations of PRVs, wells, booster stations as well as those fire hydrants and valves at the areas that are susceptible to low and negative pressure (surge) within the water distribution system.

405. Facility Recommendations

405.1. Develop PRV design modifications and specifications to use as general guidelines all PRVs based on typical usage and rating system. (see attached map for locations)

- Flow bypass
- Size of PRV
- PRV distribution scheme
- Remote pilot control system
- Evaluate SCADA data collection methods and instrumentation requirements (also see Sub-consultant Delta System Scope of work Attached)
- Develop standard specifications for all sites
- City will provide boiler plate specifications

405.2. Preparation of four standard templates to use for PRV station improvements.

- Primatech will show the existing PRV layout with components and elevations of stations missing as-built data. Confined space entry certified personnel are required to access PRV sites for verification of existing components.
- Create existing and proposed Process Flow Diagrams (PFD) for each PRV station.
- Prepare plan and specifications for PRV mechanical improvement recommended.

405.3. Prepare written procedures for the operations of PRVs, wells, booster stations as well as those fire hydrants and valves at the areas that are susceptible to low and negative pressure (surge) within the water distribution system

405.4. Develop written flushing program and public materials to address zone specific water quality issues

406. Utility Service to Loop 101 Properties

406.1 Provide an analysis of the City's water infrastructure near the Loop 101 Freeway between Union Hills Drive and Beardsley Road (Maricopa County Assessor's parcels 200-30-983B, 200-30-979A and 200-30-010Q)

- Analyze existing pressures in area within upper portion of water pressure Zone 2 to determine the most feasible tie-in locations.
- Review proposed plans provided by the developer to assess the most economical route that provides a closed loop for proposed maximum day plus fire flow demand loading based on development zoning.
- Create overlay exhibits of proposed alternatives showing valve and fitting required. Identify ROW limits and design restrictions. Exhibits will be included in a preliminary report and used for design layout. Exhibits will not be used as final approved drawings and are conceptual only.
- Evaluate a timely alternative to efficiently serve all three parcels through various stages of development. Expected issues with coordination due to the proximity of flood plain, incomplete plans, and zoning amendments. Proximity to bank of New River and construction within ADOT ROW may also be considered

406.2 Prepare a separate report fast tracked for this portion of the City water system analysis.

- Prepare a preliminary analysis of results from model runs using each conceptual design alternative, created with plans available at time of study. Presentation of results will include recommendation of optimum design selection.
- Conduct a final analysis using City approved development plans with selected water system option incorporated into the final design. Present the results of final analysis to City for use as an independent report with exhibits for planning purposes. Incorporate final design into overall water system analysis.

500. STUDY REPORT

- 501.** Prepare a draft report for the City to review and comment
- 502.** Prepare final report with City's review comments incorporated.

EXHIBIT C
Professional Services Agreement

SCHEDULE

The analysis services duration will be based upon notice to proceed to the subconsultant until the final documents are delivered to the City of Glendale. The analysis schedule is 360 calendar days.

Exhibit D
Professional Services Agreement

Compensation
City of Glendale
Water Services Department
City Wide Water System Analysis
Project No. 151613

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be on a time and material basis plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to the Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$284,251.82.

DETAILED PROJECT COMPENSATION

(refer to Exhibit B - Scope of Work for more detailed task descriptions)

Task No.	Task	Task Fee
100	PROJECT MANAGEMENT	
	Kick-off meeting	\$ 1,672.00
	Monthly meeting	\$ 5,016.00
	Project Management	<u>\$ 5,016.00</u>
	Total	<u>\$11,704.00</u>
200	DATA COLLECTION AND REVIEW	
201	Review 2003 and 2008 master plans	\$ 5,328.00
202	Coordinate with Black & Veatch for water supply sources and mass balance within each zone	\$ 3,412.00
203	Acquire and review data obtained from the City	\$ 8,672.00
204	Field investigation	<u>\$ 7,232.00</u>
	Total	<u>\$24,644.00</u>
300	PREPARATION OF WATER SYSTEM MODEL	
301	Current and future sources and demand requirements	\$ 4,456.00
302	Georeferenced water network skeleton model development	\$ 4,648.00
303	Model calibration and limitation	<u>\$ 7,312.00</u>
	Total	<u>\$16,416.00</u>
400	FACILITIES ANALYSIS AND DEFICIENCY IDENTIFICATION	
401	System Supply and Demand, mass balance	\$ 7,312.00
402	System Pressure Analysis	\$18,480.00
403	System pressure deficiencies and mitigation alternatives	
403.1	Identify primary system deficiencies	\$18,480.00
403.2	Prepare conceptual layout of proposed improvements	\$20,640.00
403.3	Prepare cost estimates for recommended design concepts	\$ 8,656.00
404	Review of monitoring and Operational Control Strategy with recommendations	\$ 5,328.00
405	Facility Recommendations	
405.1	Develop PRV design modifications and specifications	\$16,768.00
405.2	Preparation of standard template for PRV station improvements.	\$24,256.00
405.3	Prepare written procedures for the operations of PRVs, wells, & booster stations	\$ 5,328.00

Exhibit D
Professional Services Agreement

Compensation
City of Glendale
Water Services Department
City Wide Water System Analysis
Project No. 151613

Task No.	Task	Task Fee
405.4	Develop written flushing program and public outreach strategies to address specific water quality issues	\$ 7,568.00
406	Utility Service to Loop 101 Properties	
406.1	Provide an analysis of the City's water infrastructure near the Loop 101 Freeway between Union Hills Drive and Beardsley Road	\$ 22,296.00
406.2	Prepare a separate report fast tracked for this portion of the City water system analysis.	\$ 13,424.00
	(See Note below for additional items)	
	Total	<u>\$168,536.00</u>
500	STUDY REPORT	
501	Draft Study Report	\$ 6,528.00
502	Final Study Report	<u>\$ 6,528.00</u>
	Total	<u>\$13,056.00</u>
	Sub Total - Base Fee	<u>\$234,356.00</u>
600	REIMBURSABLE	
	Printing, delivery and mileage	\$ 900.00
700	SUBCONSULTANT	
	Electrical Engineering Subconsultant	\$23,995.82
800	OWNERS ALLOWANCE FOR CONSTRUCTION	<u>\$25,000.00</u>
	CONTINGENCY	
	Subtotal	<u>\$49,895.82</u>
	Grand Total	<u>\$284,251.82</u>



Legislation Description

File #: 17-230, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH MGC CONTRACTORS, INC., FOR CONSTRUCTION PHASE SERVICES FOR IMPROVEMENTS AT THE ARROWHEAD RANCH WATER RECLAMATION FACILITY

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Manager at Risk (CMAR) Agreement with MGC Contractors, Inc., (MGC) in an amount not to exceed \$24,702,575 for construction phase services of the Arrowhead Ranch Water Reclamation Facility (ARWRF) improvements.

Background

The ARWRF commenced operations in the mid 1980's. This facility has a capacity of processing 4.5 Million Gallons per Day (MGD) of raw sewage. Currently it treats approximately 3.0 MGD and it is not anticipated to need an expansion to support future flows.

Resilience and reliability of all process equipment are essential for maintaining the rated treatment capacity and assuring compliance with all regulatory limits. Since this facility is an end of line plant, meaning it cannot be bypassed and flows cannot be turned off, plant reliability is critical to ensure service availability 365 days a year. Facility process equipment needs periodic assessments and improvements to maintain effective and reliable operation. The plant was evaluated and systems were identified that have reached the end of their useful life and need to be replaced. A recent project replaced the aging and inefficient Ultra Violet (UV) Disinfection System, resulting in optimized operations. This project intends to continue necessary improvements.

Analysis

MGC Contractors has provided pre-construction services during the design phase with Carollo Engineers. The design phase of this project has been completed, and the project is ready to be constructed. The primary construction services provided by this contract include the replacement of headworks equipment, the odor control system, final effluent filters, electrical gear and other equipment that has reached the end of its useful life and requires replacement.

The construction phase services are expected to begin in July 2017.

Previous Related Council Action

On December 8, 2015, Council approved a Construction Manager at Risk agreement with MGC to provide

design phase services.

On January 28, 2014, Council approved a Professional Services Agreement with Carollo Engineers, to provide design and construction administration services for improvements at ARWRF.

Community Benefit/Public Involvement

Maintaining a safe, reliable, and resilient facility ensures compliance with water resources goals and regulatory limits, and enhances public safety and preserves quality of life for Glendale residents.

Budget and Financial Impacts

Funding is available in the adopted FY2016-17 and the proposed FY2017-18 Water Services capital budgets. Future years' budget funding is contingent upon Council approval.

Cost	Fund-Department-Account
\$24,702,575	2360-60007-550800, Arrowhead Ranch WRF Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CITY OF GLENDALE
CONSTRUCTION MANAGER AT RISK AGREEMENT

**Project: ARROWHEAD RANCH WATER RECLAMATION FACILITY
IMPROVEMENTS**

Project No.: 121337

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CONSTRUCTION MANAGER AT RISK AGREEMENT

This Construction Manager at Risk Agreement (this "Agreement") is made by and between the City of Glendale, an Arizona municipal corporation ("City"), and MGC Contractors, Inc., an Arizona Corporation, authorized to do business in the State of Arizona ("CMAR").

RECITALS

- A. City is undertaking the design and construction of a public works project, as described in detail in **Exhibit A**, to benefit its citizens and visitors and the region generally (the "Project").
- B. City has engaged Carollo Engineers to prepare design, programs, budgets, and other criteria for the project (the "Design Documents").
- C. CMAR's Statement of Qualifications ("SOQ") was submitted in response to the City's Request for Qualifications dated July 29, 2015. CMAR was selected by a qualification-based process in accordance with Title 34 of the Arizona Revised Statutes.
- D. City will engage CMAR under the terms of this Agreement to manage and be responsible for the timely and proper construction and commissioning of the fully completed and functional Project (the "Work").
- E. MGC Contractors, Inc. was retained to provide "value engineering" and "constructability" reviews of the design documents pursuant to a separate contract. MGC Contractors, Inc. will therefore not be paid for suggesting additional design changes for this Project, as the City has already paid for such professional services. Any further design changes shall be performed by MGC Contractors, Inc. at its own risk and own cost.

AGREEMENT

City, subject to the terms and conditions of this Agreement, hereby engages CMAR to construct the Project. CMAR accepts this engagement as provided herein. Therefore, City and CMAR agree as follows:

1. **Definitions.** For the purposes of this Contract, the following words and terms shall have the respective meanings set forth below. All other words shall be given their ordinary and common usage, unless otherwise noted.
 - a. **"Change Order"** means a written amendment to this Agreement, executed on behalf of City and CMAR that specifies the Change, and the adjustment to the Contract Sum and/or Contract Times.
 - b. **"Construction Documents"** means those stamped and sealed documents containing all of the elements required in this Agreement and prepared by a registered design professional in connection with the Work that have been accepted by both CMAR and City and approved and released for construction by the applicable governmental permitting authorities.
 - c. **"Construction Materials"** means all fixtures, materials, and supplies provided for incorporation in the Project.
 - d. **"Project Documents"** include:
 - (A) this Agreement and any amendments,
 - (B) Design Documents,
 - (C) Construction Documents,
 - (D) any Change Orders, Change Directives, or Field Orders,
 - (E) Notice to Proceed,
 - (F) Project related specifications and drawings,

- (G) permits,
- (H) FFE Procurement Schedules,
- (I) provisions of the required bonds and insurance policies, and
- (J) other documents identified in **Exhibit A**.

- e. **"Construction Services"** means all procurement and construction services of every kind and description, including all construction services, expertise, labor, materials, equipment, tools, utilities, supervision, coordination, scheduling, permitting, shop drawings, transportation, insurance, testing, inspection, procurement, installation and other facilities and services of every kind and description, and calculations incidental and required in connection therewith and as further described in **Exhibit A**.
- f. **"Excusable Delay"** means a delay that the City determines has or will cause the Project Schedule not to be met as a result of an event that is not attributable in any manner to CMAR's actions or inactions, or attributable in any manner to the actions or inactions of any entity under CMAR's control or direction, and cannot be avoided or mitigated by CMAR's best efforts. A Force Majeure, as defined in Section 6.7 herein, would constitute an Excusable Delay.
- g. **"FFE"** means the furniture, fixtures, and moveable equipment and other items of Work that are required for the completed Project. City may distinguish between furniture, fixtures, and moveable equipment that will be provided by City outside CMAR's scope and that which CMAR will provide as a part of this Agreement.
- h. **"Final Completion"** means the date when all of the following have occurred:
 - (A) All punch list items have been completed to the satisfaction of the governmental permitting authority;
 - (B) A permanent certificate of occupancy has been secured;
 - (C) The Architect of Record has accepted the Project and submitted the property Certificate of Final Completion to City; and
 - (D) City has accepted the Project.
- i. **"Hazardous Substance"** means any element, compound, mixture, solution, particle or substance which is or may become dangerous, or harmful to the health and welfare of life or the physical environment if not used, stored or disposed of in accordance with applicable law, such as, but not limited to, explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances, pollutants or contaminants, including without limitation: (1) any substance or material included within the definitions of "hazardous substances," "hazardous wastes," "special wastes," "regulated substances," "Hazardous Substances," "toxic substances," "hazardous pollutants" or "toxic pollutants" in any of the Resource Conservation and Recovery Act, 42 U.S.C. § 9601, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901, the Toxic Substances Control Act, the Clean Air Act and/or the Clean Water Act, as the foregoing may be amended from time to time, or any regulations promulgated thereunder, and any analogous state, local or other governmental laws, rules or regulations; (2) any "PCBs" or "PCB items," as defined in 40 CFR § 761.3; and (3) any "asbestos," as defined in 40 CFR § 763.63.
- j. **"Subcontractor"** means any person or entity, including materialmen, that has a direct contract with CMAR to furnish any element of the Work. The prime contractor of CMAR is not a subcontractor.
- k. **"Substantial Completion"** of the Work means the date when all of the following have occurred:

- (A) The Work is approved by City and deemed by the City to be substantially complete;
- (B) The applicable permitting authorities have each issued its respective written approval(s) of the Work as being sufficiently complete so that it may lawfully be occupied by City for City's intended use;
- (C) The Architect of Record has accepted the Project and submitted the property Certificate of Substantial Completion to City certifying that the work is substantially complete; and
- (D) Subject only to specified punch list items.

l. **"Supplier"** means any entity, except the CMAR and a direct Subcontractor of the CMAR, that is contracted to furnish any labor, equipment, professional services, Construction Materials or other goods or services to accomplish or complete the Work required in this Agreement.

m. **"Vendor"** means a Subcontractor or Supplier who sells, but does not attach or install Construction Materials that are not specially manufactured or fabricated for the Project.

n. **"Withholding"** means the amount of each Progress Payment, Final Payment, or other amount otherwise payable to CMAR will be reduced for the reasons provided in this Agreement.

o. **"Work"** means that activity required for the timely, cost-effective, and proper design, engineering, construction, implementation and commission of the Project. Work includes, and is the result of, CMAR performing, furnishing, and incorporating as necessary all labor, materials, and equipment into the construction of the Project, and CMAR performing, furnishing, or making provision for the services and documents required by this Agreement, including and Project documents, which are incorporated hereto by reference.

p. **"Work Product"** means the documents generated by CMAR and its Supplier(s), including, but not limited to, all preliminary and completed evaluations, programs, reports, drawings, plans, operational documents or other work product in any media or form that CMAR and its Supplier(s) generate, or arrange for, in connection with the Project, together with the design of the buildings and structures embodied within them, and all items and matters included within the definition of "architectural work" as provided in 17 U.S.C. § 101.

2. Construction Services.

2.1 CMAR Obligation.

- (A) CMAR will furnish all Construction Services, including those further described in **Exhibit A**, that are necessary for the Project's timely and proper construction, completion, and use by City.
- (B) Construction Services includes the completion of every improvement depicted, required by or reasonably inferable from any portion of the Project Documents.

3. Representatives and Key Personnel.

3.1 CMAR Representative.

- (A) Responsibilities. CMAR's Representative is authorized to act on CMAR's behalf and may not be discharged, replaced or have diminished responsibilities on the Project without City's prior consent, which may not be unreasonably withheld.
- (B) Address. CMAR's Representative address for Notice, as required in this Agreement, is:
- Randy L. Gates
MGC Contractors, Inc.
4110 East Elwood Street
Phoenix, Arizona 85040

3.2 City's Representative.

- (A) Designation of City Representative. City's Representative is authorized to act on City's behalf, whose address for Notice, as required in this Agreement, is:
- David Beard
City Engineer
City of Glendale
5850 W. Glendale Avenue, Suite 315
Glendale, Arizona 85301
- With required copies to:**
- City Attorney
City of Glendale
City Attorney's Office
5850 W. Glendale Avenue, Suite 450
Glendale, Arizona 85301
- (B) Concurrent Notices.
- (1) Except to the extent otherwise directed to CMAR in writing, all Notices to City's Representative must be given concurrently to the Project Coordinator and City Attorney.
- (2) Notices are not considered received by City's Representative until the time that it has also been received by the Project Coordinator and City Attorney.
- (C) Construction Administration Project Manager. The Construction Administration representative (the "Project Manager") with authority to act for the Construction Administration Firm for the Project whose information for Notices is:
- Chad Meyer, P.E.
Carollo Engineers
4600 East Washington Street, Suite 500
Phoenix, AZ 85034
cmeyer@carollo.com

3.3 Key Personnel.

- (A) Employment of Key Personnel. CMAR and its Subcontractors will employ key personnel in connection with the Work, in categories of persons identified in **Exhibit B** (collectively, "Key Personnel") and each of whom will be acceptable to and approved by City.
- (B) Approval of Key Personnel.
- (1) All personnel listed in CMAR's SOQ will be assigned to the Project and will be dedicated to performing work on the Project at not less than the frequency or amount of time identified in the SOQ.
 - (2) Prior to the commencement of the Work, CMAR must deliver to City a written proposal identifying the names, duties and titles, and attaching the resumes of each person who CMAR proposes as the Key Personnel.
 - (3) Except for those Key Personnel identified in the SOQ, City will have the right to disapprove CMAR's choice of any Key Personnel, provided City does so by giving written notice to CMAR.
 - (4) If City disapproves any of CMAR's proposed Key Personnel, CMAR must provide City with the name and qualifications of proposed alternates and the procedure will continue until a complement of Key Personnel who meet with City's approval is selected.
 - (5) Each Key Personnel will remain assigned to the Project throughout the Project's duration; and
 - (6) As long as each Key Personnel remains employed by CMAR or its Subcontractors, he or she must not be discharged, reassigned, replaced, or have his or her responsibility diminished without City's prior written consent.

4. Documents.

- 4.1 **CMAR Documents.** CMAR represents that it has carefully examined, has had the opportunity to object to, and had the opportunity to obtain limitations to the Solicitation during the RFQ process, and fully understands this Agreement, including CMAR Documents and all other items, conditions, and things that may affect the performance of its obligations. Such items or conditions may include, but are not limited to, the nature or local field conditions of the Project Site that are observable to CMAR without intrusive inspection, or are documented in any environmental reports, surveys and other information regarding the Site that City has furnished to CMAR.
- 4.2 **Design Documents.** MGC has already reviewed Design Documents under a separate professional services contract with the City. Accordingly:
- (A) CMAR must consider the Design Documents in agreeing to the Guaranteed Maximum Price (as required by Section 5 of this Agreement).
 - (B) CMAR hereby waives all claims, demands or requirements for extras or changes to the Work or the Guaranteed Maximum Price based on facts related to the Site that were discoverable by CMAR prior to the Effective Date of this Agreement.

(C) CMAR will not receive any additional compensation for a change to the design documents unless such changes are necessitated by new information or changed conditions discovered during the course of performing the work, as provided in Section 20.3 herein.

4.3 Work Product Formatting. Any drawings created by CMAR, its Subcontractors, or its Supplier(s) will be generated and furnished to City in hardcopy and in freely modifiable AutoCAD format, as City may reasonably request.

4.4 Intellectual Property Rights Assignment. CMAR hereby irrevocably conveys and assigns to City the exclusive Ownership of, and copyright in, any Work Product that is generated by CMAR, its Subcontractors, and its Supplier(s) in connection with the Project, together with all copyright renewals and extensions and the right to reproduce, publish, modify, and create and publish derivative works from the Work Product.

(A) Use of Intellectual Property. CMAR warrants that it, its Subcontractors, and its Supplier(s) will not utilize any of the Work Product in connection with any other project without City's prior written consent, which may not be unreasonably withheld but which may be denied to the extent the requested use is for the other project and involves any unique or signature elements of the Project.

(B) Non-Infringement. CMAR further warrants to City that all Work Product generated or arranged for by CMAR, its Subcontractors, and its Supplier(s) in connection with the Project, and CMAR's conveyance and assignment to City of the ownership of, and copyrights in, the Work Product and/or copyrights in them, as provided in this section, will not infringe on the copyrights or another party's contractual or proprietary interests.

(C) CMAR will include provisions equivalent to the provision(s) contained in this Section 4 of this Agreement in each of CMAR's subcontracts and third party agreements with its Suppliers.

5. Guaranteed Maximum Price. The maximum amount for completion of the Work as required by the Design Documents, as reviewed, modified and approved by CMAR, will be the Guaranteed Maximum Price ("GMP").

5.1 GMP Elements. The GMP will incorporate into one amount:

- (A) All CMAR's direct and indirect costs and expenses incurred in connection with the Work, whether at the home office, Site, or elsewhere;
- (B) The cost of all construction, construction materials, engineering services, architectural services, geotechnical services, transportation costs, labor, supplies, services, equipment and other elements necessary for the Project's proper and timely completion;
- (C) All profit, home office overhead, job site overhead, wages, salaries and fringe benefits paid to supervisory and other employees and representatives;
- (D) Job trailer rental, utilities, telephone, and other related expenses;
- (E) Printing;
- (F) Long distance charges;
- (G) Deliveries;
- (H) Transportation;

- (I) Insurance, as allowed in Section 31 of this Agreement;
- (J) Bonds, as allowed in Section 31 of this Agreement;
- (K) All building permit costs and fees required by any federal, state or local governmental entity;
- (L) All federal, state and local taxes imposed on labor, construction materials, equipment and services furnished, including transaction privilege, excise, sales, use, personal property and similar taxes, as allowed in Section 7.4 of this Agreement; and
- (M) All other general and administrative expenses incurred in connection with the Work.

5.2 Insurance and Bond Premiums. CMAR's Reimbursable Construction Insurance and Bond Premiums are the amounts equal to the premiums CMAR is required to pay to secure:

- (A) The Builder's Risk Policy that CMAR is required to furnish with City's approval as provided in this Agreement;
- (B) The liability insurance CMAR and its Supplier(s) are required to furnish under the provisions of **Exhibit E** in connection with the Construction Services; and
- (C) CMAR's statutory payment and performance bonds as provided in Section 31.3 of this Agreement, if the premium has been included in the GMP Schedule approved in writing by City.

5.3 Contingencies. Any line item identified in the GMP Schedule as a contingency ("Contingency") belongs solely to City, and may not be drawn upon or reallocated by CMAR without City and Project Coordinator's prior written approval.

- (A) Draws Including a Contingency. CMAR must include with each monthly Application for Progress Payment an itemization of each draw from the Contingency (by date, payee, purpose and amount of each transfer or payment) made during the Billing Month, together with a copy of City's written approval for the draw.
- (B) Required Designation of Contingency. Unless the GMP Schedule conspicuously designates a line item as a "contingency," the GMP does not include any contingency amount of any kind or nature.

5.4 Allowance. There are no line item costs identified as allowances in the GMP Schedule ("Allowance Item"). Accordingly, the GMP may only be increased or decreased by a written amendment to this Agreement, signed by both of the Parties.

5.5 Unit Priced Items. There are no line item costs identified as a unit price item ("Unit Price Item") or extended price ("Unit Price Extension Amount") in the GMP Schedule. Accordingly, the GMP may only be modified to include a Unit Price Item or a Unit Price Extension Amount by a written amendment to this Agreement, signed by both of the Parties.

5.6 FFE. FFE not specified in the Construction Documents will be procured in accordance with the FFE Procurement Schedules to be developed by CMAR subject to CMAR and City's mutual agreement.

- (A) FFE Warranty. CMAR warrants to City that:

- (1) Construction materials and equipment and FFE furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Construction Documents and the FFE Procurement Schedules;
 - (2) The construction will be free from faults and defects; and
 - (3) The construction and FFE will conform to this Agreement's requirements, the Construction Documents, and the FFE Procurement Schedules.
- (B) Correction of Nonconforming FFE. Construction and FFE not conforming to these requirements, including substitutions not properly approved by City, must be corrected in accordance with Section 22 and 23 of this Agreement.
- (C) "FFE Procurement Schedules" means the interior design drawings and listings of specific FFE to be purchased for the Project.
- 5.7 **CMAR Risk.** CMAR bears the sole risk that any element of cost, overhead, or profit might cause the Guaranteed Maximum Price to be exceeded. If the GMP is exceeded, the City is not liable for such additional cost or expense unless the City agrees to such a change in an amendment to this Agreement signed by both of the Parties.
- 5.8 **GMP Savings.** If, upon the Work's Final Completion, the Contract Sum is less than an amount equal to the GMP, the resulting amount will belong solely to City.
- 5.9 **GMP Schedule.** The GMP is apportioned among the Work's various elements as provided in **Exhibit C** (the "GMP Schedule"). **Exhibit C** may be used by City as a basis for evaluating CMAR's Applications for Progress Payment. To the extent there is any inconsistency between any of the provisions in **Exhibit C**, and any of this Agreement's provisions, this Agreement's provisions govern.

6. Schedules.

- 6.1 **Commencement Date.** The date of City's written notice to proceed ("Notice to Proceed") will be the Construction Services commencement date.
- (A) City will not issue a Notice to Proceed until City has approved the applicable Construction Documents, and all necessary Permits have been issued.
 - (B) CMAR must not commence any Construction Services at the Site until City has issued a written Notice to Proceed.
- 6.2 **Time of the Essence.** Time is of the essence in completing the Project.
- 6.3 **Project Schedule.** CMAR must perform the Work in a logical and efficient manner in accordance with City's project schedule ("Project Schedule"), attached as **Exhibit D**.
- (A) Initial Project Schedule. Within 15 days of the execution of this Agreement, CMAR must submit an initial Project Schedule, which will include the following:
 - (1) Times (number of days or dates) for starting and completing the various stages of the Work, including milestones as specified in CMAR Documents;
 - (2) A Schedule of Values; and
 - (3) Construction Management Plan ("CMP").

- (a) CMAR's CMP will include:
 - (i) Project milestone dates and the Project Schedule, including the broad sequencing of the construction of the Project;
 - (ii) Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities, including underground utilities;
 - (iii) Alternate strategies for fast tracking and/or phasing the construction;
 - (iv) Number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction;
 - (v) Permitting strategy;
 - (vi) Safety and training programs;
 - (vii) Construction quality control;
 - (viii) Commissioning program;
 - (ix) Cost estimate and basis of the model; and
 - (x) A matrix summarizing each Project Team member's responsibilities and roles.

- (b) During the course of performance of the Work on this Project, CMAR will add detail to its previous version of the CMP to keep it current throughout the construction phase and to take into account:
 - (i) Revisions in Drawings and Specifications;
 - (ii) CMAR's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by City, Design Professional or CMAR;
 - (iii) Unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way;
 - (iv) Fast-tracking, if any, of the construction, or other chosen construction delivery methods;
 - (v) Requisite number of separate bidding documents to be advertised;
 - (vi) Status of the procurement of long-lead time equipment (if any) and/or materials; and
 - (vii) Funding issues identified by City.

- (B) Adherence to Project Schedule. CMAR must adhere to the major milestone dates of the Project Schedule at all times during the Work, unless it has received City's prior written approval for a deviation from or modification to the major milestone dates of the Project Schedule. CMAR must not depart from the major milestone dates of the Project Schedule without prior consultation with and approval from City.
- (C) Project Schedule Revision. The Project Schedule must be revised at least monthly, or at more frequent intervals as required by the conditions of the Work and Project, but each Project Schedule revision must allow for expeditious and practicable execution of the Work consistent with the Contract Times.
- (1) The monthly revision will be a condition precedent to any payment otherwise due to CMAR.
 - (2) Each revised Project Schedule must be prepared in sufficient detail to demonstrate for each element of the work its timing, duration, and sequence, all integrated to show a logical order and reasonable critical path consistent with the Substantial Completion and Final Completion Dates.
 - (a) The revised Project Schedule may take into account an appropriate number of weather delays reasonably anticipatable based on experience in the area, but not less than one day per month.
 - (b) Each revised Project Schedule must include activities and logic for mitigating the cost and time impact of any anticipated or potential delays to any critical path elements that CMAR wishes City to consider an Excusable Delay.
- (D) Weekly Progress Meeting. From the Effective Date until Final Completion, CMAR will meet with City every week (or more or less frequently, as requested by City or CMAR) to review the Work's progress.
- (1) In advance of each such meeting, CMAR must provide City a written progress report in the format and detail as provided in Exhibit D (each a "Progress Report").
 - (a) The Progress report will identify:
 - (i) Whether the Work is on schedule in accordance with the Project Schedule; or
 - (ii) Whether there are anticipated or potential delays to any critical path elements in the Work's construction, then CMAR must include an analysis identifying CMAR's plan for making up or mitigating the delay.
 - (b) Unless a delay is identified in the Progress Report, CMAR's Progress Report will be its certification that it has not incurred any delays to the critical path elements at least to the extent that a cause for the delay can then be reasonably identified.

- (2) Unless the delay is an Excusable Delay, CMAR must take all actions, at its expense, including working overtime and hiring additional personnel, to comply with such Project Schedule.
- (3) If the delay is an Excusable Delay, the Project Schedule may be modified to the extent mutually agreed upon by City and CMAR.
- (4) Notwithstanding any provision to the contrary in this Agreement, CMAR is solely responsible for the timing, sequencing, coordination, and supervision of the Work consistent with the Substantial Completion and Final Completion Dates.
- (5) City's review, acceptance or approval of a Project Schedule or Progress Report provided by CMAR is not:
 - (a) A waiver or bar to any rights or claims City may have against CMAR in the event City subsequently discovers a deficiency in such Project Schedule or Progress Report; and
 - (b) An acceptance of any delay as an Excused Delay, which may only be granted, along with any extension of time, by a Change Directive or amendment to this Agreement.

6.4 Substantial Completion Notification. CMAR will notify City and Project Coordinator in writing when CMAR, Architect of Record, and Engineer of Record believe that CMAR has accomplished Substantial Completion of the Project.

- (A) Incomplete Items. If City concurs the Substantial Completion has been accomplished, City, Project Coordinator, CMAR, Architect of Record, and Engineer of Record will determine whether any items remain incomplete.
- (B) Certificate of Substantial Completion. If City concurs the Substantial Completion has been accomplished, Architect of Record, and Engineer of Record will then each issue a "Certificate of Substantial Completion" to City, which will:
 - (1) Record the Substantial Completion date as determined by City;
 - (2) State each party's responsibility for security, maintenance, air conditioning, heat, utilities, damage to the Work and insurance;
 - (3) Include a list of items identified by City, CMAR, Architect of Record and Engineer of Record to be completed or corrected; and
 - (4) Fix a reasonable period of time for their inspection.
- (C) Disagreement as to Substantial Completion. Disagreements between City and CMAR regarding the Certificate of Substantial Completion will be resolved in accordance with provisions of Section 11 of this Agreement.

6.5 Substantial Completion. CMAR must accomplish substantial completion by **730 calendar days from the Notice to Proceed** (the "Substantial Completion Date").

- (A) Extensions. The Substantial Completion and Final Completion Dates ("Contract Time") may be extended for cause, or by Change Order, as provided in Section 6.7 of this Agreement.
- (B) Failure to Meet Substantial Completion Date. City will be substantially damaged if CMAR fails to accomplish Substantial Completion of the Work by the Substantial Completion Date, and it will be extremely difficult and

impractical to ascertain the actual damages resulting from such delay; therefore:

- (1) CMAR will pay City liquidated damages ("Liquidated Damages") in the event of a delay.
- (2) Accordingly, if CMAR fails to accomplish Substantial Completion by the Substantial Completion Date, as it is extended in a signed writing by both parties, in accordance with this Agreement, City may assess, and CMAR must pay to City as Liquidated Damages, as per MAG for each day of delay until CMAR accomplishes Substantial Completion.
- (3) CMAR acknowledges that these sums:
 - (a) Will be paid as Liquidated Damages and not as a penalty;
 - (b) Are reasonable under the circumstances existing as of the Effective Date; and
 - (c) Are based on the parties' best estimate of damages City would likely suffer in the event of a delay.
- (4) CMAR must pay City any Liquidated Damages within ten (10) days after demand, or City may deduct these sums from any monies due or that may become due to CMAR under this Agreement.
- (5) City's collection of Liquidated Damages will not affect its rights to seek other remedies in law or at equity, including but not limited to exercising its rights under the Payment and Performance Bonds.

6.6 Final Completion. Final Completion must be accomplished by 791 calendar days from the Notice to Proceed (the "Final Completion Date").

- (A) Extensions. The Final Completion and Final Completion Dates may be extended for cause, by Change Order or other amendment of this Agreement, as provided in Section 6.7 below.
- (B) Failure to Meet Final Completion Date. If CMAR does not accomplish Final Completion by the Final Completion Date, as it is extended in accordance with this Agreement, City may thereafter take control of the Site, effective upon delivery of written Notice to CMAR, and City may exercise its rights under the terms of any Payment or Performance Bond, and seek any remedy in law or at equity, including engaging other contractors to complete the remaining Work, at CMAR's expense.
 - (1) City may deduct its resulting expenses plus 20% from amounts otherwise payable to CMAR.
 - (2) CMAR must pay any amounts not so deducted within ten (10) days after demand.

6.7 Completion Dates Extension. The Substantial Completion and Final Completion Dates may be equitably extended by a written, signed amendment to this Agreement. Causes for extending the completion dates may include:

- (A) City Delay. Any of the following (each a "City Delay") to the extent they necessarily result in unreasonable delays that are not caused or contributed to by CMAR:

- (1) City's failure to make a decision regarding a major milestone item within a reasonable time (not exceed 10 days) after written request from CMAR accompanied by all documents and other information necessary for making the decision; or
 - (2) Any material breach of this Agreement by City.
- (B) Force Majeure. The following items shall constitute a force majeure ("Force Majeure") event, provided they are not caused or contributed to by CMAR, or by any Subcontractor, Supplier or other person or entity for whom CMAR is responsible:
- (1) Fire;
 - (2) War;
 - (3) Damage or disruption committed on behalf of any foreign interests to further international political objectives;
 - (4) Injunction in connection with litigation, governmental action;
 - (5) Severe and adverse weather conditions beyond those that can be reasonably anticipated as of the Effective Date of this Agreement.
- (C) Excusable Delay. The Substantial and Final Completion Dates may be extended by the number of days the City, in its sole discretion, determines is an Excusable Delay, as such term is defined in Section 1(g.) of this Agreement.
- (D) Mitigation of Delays. CMAR must use its best efforts to minimize any such time and cost impact of delays and must cooperate with City to mitigate the impact of any delays encountered by CMAR that would entitle it to an extension of time, even if its performance is unreasonably delayed by City.
- (E) Remedies for Delays.
- (1) Pursuant to A.R.S. § 34-607(E), the parties agree to negotiate in good faith any increased costs incurred by CMAR for any unreasonable delay that is attributable solely to a delay caused by City; however, CMAR will not be entitled to additional funds for any increase in cost due to any type of delay.
 - (2) CMAR's sole and exclusive remedy for a Force Majeure event is an extension of time.

7. Compensation.

7.1 Contract Sum. The City shall pay MGC Contractors, Inc. a contract sum not to exceed the GMP for its performance of the Work under this Contract.

Cost Contract Sum is calculated by adding the Construction Services plus the CMAR's Fee (as defined in Section 7.2) and the amount paid for FFE Services (as defined in Section 1(h.) herein). In no event shall the Contract Sum exceed the GMP \$24,702,575 .

7.2 CMAR's Fee. CMAR's Fee is the sole and exclusive compensation for CMAR's direct and/or indirect profit, home office overhead expense including, without limitation, home office administration, accounting, support, clerical services, insurance not specifically reimbursable under this Agreement, rent, all other direct

and indirect home office expenses (including the costs specifically identified by CMAR to recruit and relocate employees and bonuses (at a not-to-exceed amount) that are previously approved by City as reimbursable); taxes other than reimbursable payroll related taxes and any other cost or expense not specifically included within the Cost of Construction Services.

Cost Fee may not exceed 9% of the Construction Services minus Privilege Taxes and CMAR's Reimbursable Construction Insurance and Bond Premiums, as specified by Section 5.2 of this Agreement.

7.3 Construction Services Cost.

(A) Costs included in Construction Services. Construction Services Cost consists of the expenses incurred and paid by CMAR in the Project's proper and timely construction for:

- (1) Payments to City-approved Subcontractors or Supplier for the performance of the Construction Services and/or the furnishing of Construction Materials, fixtures, equipment and supplies in accordance with the provisions of their respective Subcontracts or Sub-subcontracts;
- (2) Wages, salaries and normal fringe benefits (as approved by City), and normal employer taxes paid by CMAR thereon, of CMAR's supervisory staff and general field labor assigned to the Work, but only for the portion of time actually devoted to the Work, all subject to and as approved in writing by City, provided such costs are not included in the costs to be paid from CMAR's Fee per Section 7.2 of this Agreement;
- (3) Elements of the Construction Services to be self-performed by CMAR with City's approval, in amounts approved by City (which will not include any mark-up for CMAR's Fee);
- (4) Permit, licenses, connection fees, and other such fees to the extent required by any governmental entity;
- (5) Construction Materials suitably stored on the Site with City's approval as provided in Section 12.5 of this Agreement;
- (6) Construction equipment used on the Site by CMAR with City's approval, at rates not to exceed the lesser of:
 - (a) The prevailing rates charged by others for rental of similar equipment; or
 - (b) The purchase price of the Construction equipment less the reasonable depreciation in value of that equipment as a result of its use on the Site;
- (7) Construction utilities, job site telephone, job trailer rental, portable toilets, dumpsters, cleanup and other job site general conditions as approved by City;
- (8) Premiums paid by CMAR for Reimbursable Construction Insurance and Bond Premiums as provided in Section 5.2 of this Agreement, without any markup for CMAR's Fee;

- (9) Any other reasonable construction expense necessarily required for proper performance of the Work at the Site required by this Agreement as approved in writing by City; and
 - (10) Reimbursable Privilege Taxes, without any mark up for CMAR's Fee. Expenses that do not meet the criteria set forth above are not reimbursable as Costs. All discounts received by CMAR from Supplier accrue to City's benefit.
- (B) Cost Excluded from Construction Services. The Cost of the Construction Services may not include reimbursement for:
- (1) Any amounts for FFE Services;
 - (2) The performance of any Construction Services by CMAR's own forces or use of any equipment owned by CMAR without City's prior written approval;
 - (3) Any Construction Materials not yet incorporated in the Project or stored at the Site with City's approval, as defined in Section 12.5(A) of this Agreement;
 - (4) Payment to CMAR or a subcontractor or supplier of amounts more than the amounts approved by the City for CMAR's self-performed Construction Services or for such performance by a subcontractor or supplier;
 - (5) Repair or replacement of defective or nonconforming Work;
 - (6) Repair or replacement of Work damaged by the negligence or failure to perform a responsibility hereunder by CMAR or by any Supplier;
 - (7) Any interest or penalties;
 - (8) Premiums for business automobile insurance, worker's compensation and employer's liability insurance, and any general liability and other insurance normally carried by CMAR;
 - (9) Any legal expense incurred by CMAR;
 - (10) Any other home office expense;
 - (11) Any expense that causes the GMP, as amended, to be exceeded; or
 - (12) CMAR's Fee or any Privilege Tax(es);
 - (13) Any other expense that does not meet the criteria set forth in Section 7.3(A) of this Agreement, and
 - (14) Any costs associated with changes to the Design or Design Documents that were not required by the discovery of new information or changed conditions during the construction of the Project, as provided in Section 20.3 herein.
- (C) Schedule of Rates. City will consider approving written schedules of rates upon which CMAR may base its monthly estimated costs for purposes of Applications for Progress Payment of certain Construction Services costs, such as supervisory salaries and equipment; but only on condition that adoption of any schedule for these purposes is subject to audit and adjustment necessary to reflect the actual costs of these items to CMAR.

7.4 Taxes.

(A) Reimbursement.

- (1) Provided such payments do not cause the CMAR to exceed the GMP, City will reimburse CMAR for Privilege Taxes paid by CMAR on gross receipts received by CMAR. Such payments may be made by the City if Privilege Taxes were timely paid by CMAR and are not otherwise exempt from such taxation.
- (2) Provided such payments do not cause the CMAR to exceed the GMP, City will reimburse CMAR for Privilege Taxes paid by CMAR on amounts received from City for the direct costs paid by its Subcontractors for FFE. City will not reimburse CMAR for any amounts paid as and for Privilege Taxes by CMAR to its Supplier(s) or by a Supplier to another Supplier, or for any markup for profit and overhead for costs paid to Subcontractors.

(B) Application.

- (1) Each Application for Progress Payment and Application for Final Payment will separately identify that part which represents FFE.
- (2) CMAR and its Supplier(s) will not report transaction privilege or use taxes paid for FFE.
- (3) CMAR will not seek reimbursement for Privilege Taxes computed on receipts for these expenses.

(C) Tax Licenses. CMAR must take all steps necessary to obtain state and local retail tax licenses, issue exemption certificates to vendors, and otherwise perfect its right to be exempt from the payment of Privilege Tax for FFE purchases, and CMAR must require its Supplier(s) to also obtain state and retail tax licenses, issue exemption certificates to vendors, and otherwise perfect their rights to be exempt from the payment of Privilege Tax for FFE purchases.

7.5 FFE Services.

- (A) The amount to be paid to CMAR for the FFE Services will be an amount equal to the direct expenses (exclusive of any Privilege Taxes) paid by CMAR (or by a Subcontractor or Supplier) for the FFE, without markup for profit or overhead of CMAR (or of the Subcontractor or Supplier).
- (B) "FFE Services" means interior design of the Project and the procurement of the FFE.

8. Payments.

8.1 Cash Flow Report.

- (A) CMAR will prepare a Cash Flow Report for projected monthly project cash flow on the form provided by City.
- (B) The Cash Flow Report will be submitted for approval prior to issuance of the Notice to Proceed, as issued in accordance with Section 6 of this Agreement.

- (C) The Cash Flow Report will be updated and submitted with each Application for Progress Payment and at any time City requests if the projected monthly project cash flow varies by more than 10% of the GMP.
- (D) The Cash Flow Report will reflect the following:
 - (1) Initially, the accumulation of month pay estimates costs will be plotted versus time in accordance with the proposed construction schedule; and
 - (2) For each update, CMAR's actual month payment versus the actual elapsed time on the Project.

8.2 Draft Application for Progress Payment. Based on draft applications (each a "Draft Application") followed by formal applications for progress payment (each an "Application for Progress Payment"), City will make monthly progress payments on Contract Sum account as provided in this Section. The Draft Application is for informational purposes only and its submission is not an Application for Progress Payment.

- (A) Period. The period covered by each Application for Progress Payment will be one calendar month (the "Billing Month") ending on the last day of each month.
- (B) Date for Submission. On or before the 25th day of each Billing Month, CMAR will submit to City its Draft Application, which must identify all amounts CMAR expects to invoice for the entire Billing Month.
- (C) Review Meeting. The parties will thereafter meet and make good faith efforts to reach agreement on the Draft Application by the end of the Billing Month, whereupon CMAR will formalize its Application for Progress Payment for the Billing Month, incorporating all of the agreements reached during the parties' review of the Draft Application.

8.3 Application for Progress Payment. Provided that CMAR has submitted its Draft Application for review as provided above, CMAR may submit its Application for Progress Payment for the Billing Month to City, no earlier than the 1st day of the month following the Billing Month.

- (A) Date for Submission. City will make a Progress Payment, subject to applicable Withholdings, to CMAR not later than 21 days after the date on which the Application for Progress Payment has been received by City, subject to this Agreement.
- (B) One Progress Payment Per Month. Unless City agrees otherwise, CMAR may submit only one Application for Progress Payment in a month and City will make only one Progress Payment in a month to CMAR.
- (C) Progress Payment Application Form. The Application for Progress Payment will be in such form as City may reasonably require, and will be accompanied by the following to City's reasonable satisfaction:
 - (1) A sworn statement of the Cost of the Work furnished during the Billing Month, together with the required form of application as City requires, properly completed so as to allocate all Construction Services and FFE Services according to the most recent City-approved GMP Schedule;

- (2) An itemized report of the Work performed during the Billing Month;
 - (3) Proof of CMAR's compliance with testing, submittals, permits, and other requirements applicable to the Work requested by City;
 - (4) Conditional and unconditional waivers and releases from CMAR and from Subcontractors, Supplier, vendors, and others relating to Work for which the Application for Progress payment is requested, or receipt of amounts for which payment has previously been made, as requested by City;
 - (5) Payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, payrolls, requisitions from Subcontractors and material suppliers, vendors receipted invoices, purchase orders, and delivery tickets;
 - (6) CMAR's monthly updated Project Schedule as provided in Section 6 of this Agreement; and
 - (7) Such other evidence substantiating the particulars of CMAR's Application for Progress Payment as may be required by City.
- (D) Complete Application Required. A complete Application for Progress Payment, including all required documentation, will be a condition precedent to CMAR's right to have the Application for Progress Payment reviewed or to receive any Progress Payments.
- (E) Incomplete or Untimely Applications. If CMAR submits an Application for Progress Payment that is incomplete or untimely, in City's reasonable judgment, CMAR must resubmit the Application for Progress Payment, with any applicable corrections.
- (F) Correspondence to Other Documents. CMAR's Application for Progress Payment must be organized so that all back-up for each line item of the Application for Payment corresponds to the most recently City-approved GMP Schedule and that the back-up for the amount requested for each item of the Construction Services, and FFE Services, and each Change Directive or Change Order is separately provided for and is available for review by City.
- (G) Certification. The Application for Progress Payment must be signed by CMAR, the Architect of Record or the Engineer of Record certifying that:
- (1) The Work has progressed to the point indicated in the Application for Progress Payment;
 - (2) That the Work is in accordance with the Project Documents;
 - (3) CMAR is entitled to payment in the amount requested; and
 - (4) Applications for Progress Payment to City will not be deemed delivered until actually received by City.
- (H) Review of Work by City. City will have the right to review the Work after receipt of CMAR's application.
- (1) Within three business days after receipt of the Application for Progress Payment, City will prepare and issue a written statement ("Deficiency Notice") specifying those items covered by the

Application for Progress Payment that are not approved and certified for payment if:

- (a) City reasonably determines that the Work actually completed is less than that represented on the Application for Progress Payment;
 - (b) The Work is defective;
 - (c) The Work does not comply with this Agreement's requirements; or
 - (d) The other grounds for withholding as provided in Section 12.3(B) below apply.
- (2) The Deficiency Notice may be given in any reasonable manner, including handwritten annotations on a copy of the Application for Progress Payment returned to CMAR.
 - (3) City may withhold such sums as are permitted pursuant to A.R.S. § 34-607 to pay the expenses City reasonably expects to incur in correcting the deficiencies so identified.
 - (4) If sums were withheld in connection with a prior Application for Progress Payment, and the associated deficiencies have been corrected, the amount so withheld may be included as part of the current Application for Progress Payment.
 - (5) City will have the right to amend any previously-given Deficiency Notice, or approval for payment, in whole or in part, based on mistake, newly-discovered information, or other grounds permitted by Law, and such amendments will apply to any Application for Progress Payment.
 - (6) However, the failure by City to specify any defect in the Work in a Deficiency Notice will not act as a waiver or otherwise prevent City from raising defect issues at any time.
- (I) Progress Payment to CMAR. Within 21 days after receipt of the properly completed Application for Progress Payment, City will pay to CMAR the entire amount set forth in the Application for Progress Payment, less any applicable Withholding and less retainage as provided in A.R.S. § 34-607(B).
 - (J) Progress Payment to Suppliers. Within 7 days after receipt of payment by City, CMAR will make payment available to its Subcontractors or Supplier entitled to payment in accordance with A.R.S. § 34-607(F).
 - (1) CMAR bears all costs and damages, without reimbursement, that arise from CMAR's failure to pay Subcontractors entitled to payment in a timely manner as provided by law, to the extent such payment has been received by CMAR from City.
 - (2) City has no obligation under this Agreement to pay or to be responsible in any way for payment to a Subcontractor or Supplier performing portions of the Work.

8.4 Proof of Payment.

- (A) Duty to Discharge Debts and Obligations. All CMAR's debts and obligations for labor, materials, equipment or fixtures incorporated into the

Project or any other element of Work, including that shown in any estimate, Application for Progress Payment, requisition or claim and upon which CMAR has received a payment must be paid or discharged by CMAR.

- (B) Proof. Receipts or vouchers showing payment or discharge must, if City so requires, be provided to City before CMAR will be entitled to receive any other or further payment under this Agreement.
- (C) Joint Check Alternative. At CMAR's election, CMAR may satisfy this requirement by requesting City issue joint checks in accordance with Section 12.4 of this Agreement.

9. Final Payment.

9.1 Application for Final Payment. Provided that CMAR has accomplished Final Completion in a timely fashion and to the City's satisfaction, CMAR may submit an application for final payment ("Application for Final Payment"); however, neither final payment nor amounts retained, if any, will be due until:

- (A) CMAR submits to City an application for final payment with all required documentations in accordance with Section 9.2 below; and
- (B) City has thereafter conducted a review or audit of CMAR's Final Accounting, as defined in Section 9.2 below.

9.2 Application for Final Payment Form. The Application for Final Payment must be in such form as City may reasonably require.

(A) Required Information. Application for Final Payment must be accompanied by the following to City's satisfaction:

- (1) Waivers and Releases on Final Payment as provided in Section 12.1 of this Agreement;
- (2) CMAR's accounting ("Final Accounting"), bearing the certificates of CMAR's chief executive and chief financial officers attesting to the completeness and accuracy of the Cost of the Work for which CMAR has received or seeks reimbursement from City;
- (3) Architect of Record or the Engineer of Record certification to City that the Project is complete;
- (4) Proof that CMAR has furnished to City the redlines, warranties, manuals and other close-out documents required by any of the Project Documents or applicable laws of City, county and state governments, or other authorities with jurisdiction over the Project;
- (5) Certificates that demonstrate all insurance required by the Project Documents will remain in force after Final Payment is made and will be in effect as required;
- (6) Such other documents substantiating the particulars of CMAR's Application for Final Payment (including additional backup for CMAR's accounting) as required by City, the Financing Parties and CMAR's Surety;
- (7) Consent of CMAR's surety to the Final Payment; and

- (8) City may require CMAR to submit and meet to discuss a Draft Application for Final Payment, following the procedure provided in Section 9 of this Agreement.
- (B) Other Required Documents. CMAR must prepare or obtain and furnish to City upon completion, prior to and as a condition of the Application for Final Payment, in addition to any other documents as provided elsewhere in this Agreement, the following Project Documents:
- (1) A list of capital assets as described in Governmental Accounting Standards Board Statement No. 34, as it has been supplemented by subsequent pronouncements of the Governmental Accounting Standards Board;
 - (2) Warranties from Subcontractors and Suppliers;
 - (3) Manufacturer's warranties and manuals for all furniture, fixtures and/or equipment installed or furnished by CMAR (whether as Construction Services or as FFE);
 - (4) Air balance reports, equipment operation and maintenance manuals;
 - (5) Building certificates required prior to occupancy, mechanical, electrical and plumbing certificates, all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction; and
 - (6) Two sets (one reproducible on Mylar), plus one electronic set, of redline record drawings in size to match the Construction Documents showing complete information including descriptions, drawings, sketches, marked prints and similar data indicating the final "as built" conditions of the Work, and CMAR must keep redline record drawings up to date concurrently as the Work progresses.
- (C) Application for Final Payment Review. City will have thirty (30) days after its receipt of the fully completed Application for Final Payment within which to audit and/or review CMAR's Final Accounting.
- (1) City review will result in a Notice to CMAR:
 - (a) Identifying and disallowing any expenses that City has determined were not incurred and paid consistent with this Agreement;
 - (b) Approving the Contract Sum that the City will agree to pay; and
 - (c) The amount of the Final Payment to be transmitted to CMAR, after deduction for all payments previously made and applicable Withholding.
 - (2) CMAR must cooperate with City's review and/or audit by making all of its records available for inspection and copying, answering questions, and otherwise facilitating City's review promptly upon its request.
 - (3) City's review and/or audit of the Final Accounting will be conducted in accordance with City's established auditing policies and practices

and shall not be subject to review or challenge by CMAR or any third party.

- (D) Final Payment. Subject to the exchange of unconditional waivers and releases on Final Payment as provided in Section 12.1 of this Agreement, City will make the Final Payment to CMAR, within ten (10) days after City has issued its Notice of Final Payment in accordance with Section 9.2(C)(1)(c) above.
- (E) Payment for Withholding. If applicable Withholding exceeds amounts otherwise payable, CMAR must pay the difference to City within ten (10) days after demand from City.
- (F) Acceptance and Waiver. CMAR's acceptance of Final Payment will constitute a waiver of all Claims or Disputes that have not been timely submitted to City as CMAR Claims prior to CMAR's submission of the Application for Final Payment.

10. Changes. Changes in the scope of the Work or in the Project Schedule may be accomplished only by Change Order as defined in this Agreement.

10.1 Change Orders.

- (A) Request for Proposal. If City requests CMAR to submit a proposal for a Change Order, CMAR will do so promptly, within ten (10) days after written request from City, on a form and following a procedure established by Project Manager. Any Change Order proposals shall specify CMAR's technical proposal for implementation of the proposed Change, together with CMAR's proposal for the resulting adjustment to the Contract Sum and/or Contract Times.
- (B) Acceptance. City may, in its sole discretion, accept or reject the Change Order proposal and negotiate an amendment to the Scope of Work which will be memorialized in an agreed upon Change Order. The Change Order may be subject to City Council approval. If the parties cannot reach agreement within ten (10) days after City has received the proposal, the Change Order proposed will be deemed denied and no change will be implemented.

10.2 Field Orders. City or Project Coordinator, when reasonable under the circumstances, may issue a written order that makes or authorizes minor deviations in the Work or provides necessary interpretation of the Construction Documents.

- (A) City may issue a Field Order unilaterally or at the request of CMAR.
- (B) The total value of the work performed under any and all Field Order(s) may not exceed \$50,000 without City Council approval.
- (C) If CMAR disagrees that the deviation or interpretation is appropriate for a Field Order, it will provide Notice to City of its disagreement and City and CMAR may agree upon a Change Order.
- (D) Change Orders shall not be subdivided to avoid the requirements of the Procurement provisions of the City Code, as provided in Section 2-145.

10.3 Authorization Required. CMAR may not perform any Change, or be entitled to any compensation or extension of time, unless CMAR has first received a Change Order or Field Order as provided in this Section 10.

11. **CMAR's Claims.** CMAR may request an increase in the GMP or extension of the Contract Times, or both, that is otherwise permissible under this Agreement ("CMAR Claim") using the following procedure:

11.1 **CMAR's Duty to Mitigation Claims.** CMAR must at all times, and in all circumstances, use its best efforts to avoid or mitigate any potential impact of a CMAR Claim.

11.2 **Notice of CMAR Claim.** The request for a CMAR Claim must be preceded in each case by a written notice from the CMAR, submitted to both the City and its Project Coordinator, within five days of when CMAR first knew or should have known of the matter, occurrence or event that is the basis for the request for additional compensation or time ("Notice of Claim").

(A) **Information.** The Notice of Claim must furnish sufficient detail to inform City and its Project Coordinator of the basis and cause of the CMAR Claim and must include:

- (1) A reasonable estimate of the amount of compensation or time CMAR anticipates it will require to avoid or mitigate any potential impact of the matter occurrence or event; and
- (2) A list of action CMAR intends to take in order to mitigate the time and cost impact of the situation that gave rise to or is related to CMAR Claim.

(B) **Supplementation.** CMAR must supplement the Notice of Claim during the course of the Work as additional information becomes available.

(C) **Continuing Delays.** Only one notice is necessary in the case of a continuing delay that is attributable to the same cause described in the Notice of Claim.

(D) **Waiver.** If CMAR fails to submit a Notice of Claim within five days after CMAR first knew or should have known of the basis of the CMAR Claim, CMAR will be deemed to have waived the right to request or pursue a Notice of Claim arising from such matter, occurrence or event.

11.3 **Procedures for Resolving a CMAR Claim.** The procedures of this Section apply to requests for a CMAR Claim only. However, as provided in Section 36.2 of this Agreement, CMAR must continue to perform the Work during the pendency of any request for additional compensation or time under this Section.

12. **Additional Terms and Condition of Payment.**

12.1 **Lien Waivers and Releases.** Except as otherwise expressly set forth elsewhere herein, with each Application for Progress Payment, application for release of retention or other withholding, and Application for Final Payment, CMAR must submit lien waivers and sworn statements for the application from CMAR, and lien waivers and sworn statements from all Suppliers and third parties who have furnished labor, Construction Materials, equipment, tools, fixtures, services or other work directly or indirectly to or for CMAR, in form and substance as required by City to assure that the Site and Project will be free of liens arising from the Work for which the payment is requested.

12.2 Reservations upon Payment.

- (A) No Determination of Standard. No approval given or payment made by City is intended to be evidence of satisfactory performance of any Work, or of the sufficiency of any applicable application for payment.
- (B) Non-Acceptance. No payment to CMAR will constitute an acceptance of any Work not in accordance with this Agreement's requirements.
- (C) No Waiver of Defective Work. Any application for payment approval pursuant to A.R.S. § 34-607 will constitute approval solely for purposes of making payments and will not constitute a waiver of City's right to have all defective or incomplete Work corrected and performed in accordance with this Agreement, or to later modify or amend a Deficiency Notice or any approval or deemed approval previously given by City.

12.3 Retainer. An amount will be held by City as additional security for performance of CMAR's obligations, and may be applied by City towards payment of any back-charge, setoff, or other amount payable by CMAR to City.

- (A) Discretionary Reduction of Retainer. After the Work is 50% complete, CMAR may submit a request for reduction of the amount withheld from subsequent Progress Payments.

- (1) If CMAR has performed its obligations on schedule and is otherwise in compliance with the Project Documents, City may, but will not be required to, reduce the retained amount from future Progress Payments to not less than 5%, subject to City's right to later reinstate an appropriate retainer if CMAR thereafter fails to perform any responsibility under the Project Documents.
- (2) With the regular Progress Payment after CMAR has accomplished Substantial Completion, City may release unapplied retainer to CMAR, less an amount equal to 200% times City's estimate of the costs it would incur to engage a third party to complete any remaining Work.
- (3) With the Final Payment, any retainer will be released to CMAR.

- (B) Withholding.

- (1) The amount of each Progress Payment, or Final Payment, otherwise payable to CMAR will be reduced by the following amounts ("Withholding"), as applicable and such amounts shall be applied to any outstanding debts or charges owed to the City:
 - (a) Sums as permitted under applicable law on account of:
 - (i) The items identified in all applicable Certificates for Payment and/or Deficiency Notices and amendments thereto; or
 - (ii) Any additional amounts City in good faith believes are necessary to withhold, back-charge, or setoff in order to satisfy or cover any actual or reasonably anticipated loss, liability, damage or judgment that City has incurred or may incur in connection with CMAR's performance or non-performance of this Agreement;

(b) Any Liquidated Damages then due.

- (2) City will make appropriate adjustments to Withholding after final disposition of the Application for Payment, Deficiency Notice, CMAR Claim or other cause that resulted in such Withholding.
- (3) If the expense incurred by City is less than the amount withheld, City may release the difference to CMAR within fourteen (14) days after such final disposition.
- (4) If, however, such expense exceeds the unpaid amounts otherwise due, CMAR must pay the difference within fourteen (14) days after demand from City.

12.4 Payments to Supplier.

- (A) Remittance to Supplier. Although not required by Section 8 or elsewhere in this Agreement, the City, at its sole discretion, may:
 - (1) Pay any Subcontractor or Supplier directly for performance of the Work, or
 - (2) Issue joint checks For payment to Subcontractor or Supplier if:
 - (a) CMAR agrees to accept joint checks and to execute, when requested by City, joint check agreements in a form acceptable to City.
 - (b) Joint checks and direct payments made pursuant to this section will be credited against the Contract Sum.
- (B) Communications with Supplier. Although not required before the City makes such direct payment, CMAR consents to the City's direct payment and to City communicating directly with CMAR's Subcontractors, Suppliers and other Vendors.

12.5 Non-Incorporated Construction Materials. CMAR must not charge City for any Construction Materials that are not used for the Work or to complete the Project, unless City has given its written agreement to pay such charges.

- (A) Storage of Materials. City may condition its approval on its determination that the Construction Materials are suitably stored and properly secured from casualty, properly insured, and that title has passed to City free and clear of any liens or encumbrances.
- (B) Receipt of Documentation. City may further condition the making of payments for Construction Materials not used for the work or to complete the Project upon receipt of contracts, bills of sale, or other agreements satisfactory to City to establish City's title to the Construction Materials, or otherwise protect City's interest.

13. Project Coordinator. The City's Project Coordinator will assist City in this Agreement's administration and overall Project administration.

13.1 Project Coordinator's Authority. The City's Project Coordinator and his/her staff, if any, have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent and has no authority, express or implied, to bind City to any obligations.

13.2 Project Coordinator's Duties.

(A) The City's Project Coordinator shall provide direction and communicate with CMAR, and will review and make recommendations to City regarding:

- (1) The Work and Work Product;
- (2) The Services furnished by CMAR in connection with the Project; and
- (3) CMAR's invoices.

(B) The City's Project Coordinator may have other duties and responsibilities as the City may delegate or designate in writing from time to time.

13.3 Cooperation. CMAR agrees to cooperate with the City's Project Coordinator so as not to result in any delay in the progress of the Work or completion of the Project.

14. Subcontractors and Supplier.

14.1 Subcontractors Unless otherwise agreed upon in writing by City and CMAR, the Construction Services will be performed by qualified Subcontractors and Suppliers, who will be selected and engaged by the CMAR, with approval of the City, as provided in Section 14.2 and 14.3 below.

CMAR will be responsible and liable to City for the Work's proper and timely performance by any and all of its Subcontractors, Suppliers and any other person or entity who furnishes any Work for this Project on CMAR's behalf.

14.2 Subcontractor Selection. Subcontractors will be selected on the basis of qualifications alone, or a combination of qualifications and price, but not price alone, as provided in the Subcontractor's Selection Plan developed by CMAR and submitted during the selection process. The process for Subcontractor selection will include:

- (A) Selection may be a single step process, based on a combination of qualifications and price, or a two-step process, where the first step is a screening of applicants based on qualifications and the second step is based on a combination of qualifications and price or on price alone;
- (B) CMAR will then determine, with City's advice, which bids or proposals will be accepted;
- (C) CMAR may obtain bids or proposals from Subcontractors from the list previously reviewed and, after analyzing such bids or proposals, will deliver copies of such bids or proposals to City;
- (D) CMAR will not be required to contract with anyone to whom CMAR has a reasonable objection;
- (E) Requests for submittal of qualifications must be in writing, and kept by CMAR in its Project records; and
- (F) Each Subcontract must meet other requirements set forth in all applicable sections of this Agreement, including, but not limited to, this Section and Sections 17, 18 and 30.
- (G) Solicitation and selection of subcontractors shall be conducted in accordance with ARS Title 34, the City's Procurement policies, and the City Code.

14.3 Subcontracts. Except as provided in Section 14.5 of this Agreement, each subcontract must:

- (A) Be in writing, and signed by both the CMAR and Subcontractor;

- (B) Provide for a fixed, or not-to-exceed amount as the Subcontractor's entire compensation;
- (C) State that the Subcontract is subject to this Agreement's terms and conditions and specifically incorporate this Agreement's provisions (except its compensation terms);
- (D) Bind and obligate the Subcontractor to CMAR as CMAR is bound to City under this Agreement;
- (E) State that City is the intended third-party beneficiary of the subcontract, with the right (but not the obligation) to pursue claims for damages and/or equitable or other relief or remedies directly against Subcontractor for any breach of Subcontractor's obligations under the Subcontract, or any breach of any warranty given by Subcontractor;
- (F) State that City may exercise its rights as a third-party beneficiary if a breach of contract or warranty continues without cure for seven days after written notice has been given to CMAR;
- (G) Contingently assign the subcontract to City in the event this Agreement is terminated, subject to City's election to accept the assignment by delivery to Subcontractor of written notice—which City is not obligated to give;
- (H) Obligate Subcontractor to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR are parties and which arises out of or relates to Subcontractor's performance or nonperformance of the subcontract;
- (I) Include a termination for convenience clause equivalent to Section 35.5 of this Agreement;
- (J) Contain an indemnity that is, at a minimum, equivalent to the provisions of Section 30 herein and identifying, as Indemnities, all Indemnified parties identified in Section 30 of this Agreement;
- (K) Include any other provision required by the Project Documents; and
- (L) Agree to contract with Supplier as provide in Section 14.4 below.
- (M) Confirm that the City is not liable to Subcontractor for compensation for any work performed for the Project, unless the City so agrees;
- (N) Contain the City's non-discrimination clause prohibiting the Subcontractor from discriminating against any employee based on his/her race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US military veteran status or disability.

14.4 Supplier. Except as provided in Section 14.5 below, each agreement between CMAR and Supplier, between any Subcontractor and Supplier or any other parties contracted to provide Work or perform tasks, activities or actions on the Project must:

- (A) Be in writing, and signed by both the CMAR and Supplier;
- (B) Provide for a fixed, or not-to-exceed amount as the Supplier's entire compensation;

- (C) State that the Supplier's contract is subject to this Agreement's terms and conditions and specifically incorporate this Agreement's provisions (except its compensation terms);
- (D) Bind and obligate the Supplier to CMAR as CMAR is bound to City under this Agreement;
- (E) State that City is the intended third-party beneficiary of the Supplier's contract, with the right (but not the obligation) to pursue claims for damages and/or equitable or other relief or remedies directly against Supplier for any breach of Supplier's obligations under its contract with CMAR, or any breach of any warranty given by Supplier;
- (F) State that City may exercise its rights as a third-party beneficiary if a breach of contract or warranty continues without cure for seven days after written notice has been given to CMAR;
- (G) Contingently assign the Supplier's contract to City in the event this Agreement is terminated, subject to City's election to accept the assignment by delivery to Supplier of written notice—which City is not obligated to give;
- (H) Obligate Supplier to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR are parties and which arises out of or relates to Supplier's performance or nonperformance of the subcontract;
- (I) Include a termination for convenience clause equivalent to Section 35 of this Agreement;
- (J) Contain an indemnity that is, at a minimum, equivalent to the provisions of Section 30 herein and identifying, as Indemnitees, all Indemnified parties identified in Section 30 of this Agreement; and
- (K) Include any other provision required by the Project Documents.
- (L) Confirm that the City is not liable to Subcontractor for compensation for any work performed for the Project, unless the City so agrees;
- (M) Contain the City's non-discrimination clause prohibiting the Subcontractor from discriminating against any employee based on his/her race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US military veteran status or disability.

14.5 Immigration Law Compliance.

- (A) 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.
- (B) 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.
- (C) 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.

- (D) 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.
- (E) 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.
- (F) 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. 14.5.7 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.

14.5 Condition Precedent to Work of Supplier. Satisfaction of all requirements of this Section 14 is a condition precedent of Subcontractor or Supplier's right to commence any Work element and to receive the payment of any amount otherwise payable to CMAR for any Work performed by the Subcontractor or Supplier.

- (A) Compliance Warranty. By permitting a Subcontractor or Supplier to commence any Work element, CMAR conclusively warrants to City that all of this Agreement's requirements have been fulfilled and must continue to be fulfilled as to the Subcontractor or Supplier.
- (B) CMAR Responsibility for Supplier. CMAR is solely responsible and liable to City for the Work's proper and timely performance by each Subcontractor and Supplier.
- (C) Copies of Subcontracts. CMAR shall furnish a copy of any subcontract or third party contract, including those with any Supplier, to City within two (2) days after it is requested by City. City shall have no obligation to make such a request, or to review any Subcontract or Supplier when received, and no review, non-review, objection or failure to object by City shall relieve CMAR and its Subcontractors and Suppliers from their responsibilities for fulfilling this Agreement's requirements.
- (D) Change of Subcontractor Approval. CMAR will not change a Subcontractor after the Subcontractor has been approved by City, without City's written consent to the change.

15. Self-Performed Work.

15.1 Selection of CMAR. CMAR, its subsidiary, affiliate or entity under control of CMAR, may seek to self-perform portions of the Construction Services only if

selected by City following this Agreement's full subcontractor procurement process, and if and only:

- (A) CMAR has been selected by City in accordance with City Code 2-145 and as provided in Section 14.2 of this Agreement, or
- (B) City has given prior written approval to CMAR's self-performance of *de minimus* Construction Services, such as minor clean-up work (but only to the extent of the type of *de minimus* work and the not-to-exceed amount authorized in City's written approval).

15.2 Contract for Self-Performed Work. If CMAR is selected to self-perform portions of the Construction Services, a written subcontract will not be required, as this Agreement's provisions will apply. Prior to initiation of the self-performance of Work, the City and CMAR will agree to a written scope of work to be self-performed and a lump sum to be paid for such self-performed work. This lump sum will not exceed the amount budgeted for performance of the same work by a Subcontractor or other third party and will include CMAR's direct and indirect compensation, labor, labor burden, supervision, overhead, and all other costs. CMAR's self-performance of any Work allowed under this Section will not change, in any way, the amount CMAR is entitled to as compensation under this Agreement or the Contract Sum, CMAR's Fee or the GMP, as those terms are defined and calculated in Section 7 of this Agreement.

16. Performance Standards. CMAR warrants to City that:

16.1 Standard of Care. CMAR, its Subcontractors and Suppliers, will perform their respective obligations under this Agreement with the professional diligence and care prevailing among highly skilled and experienced members of the industry with demonstrated ability to timely and properly complete construction projects equivalent to the Project (the "Standard of Care"), on schedule, within budget, and without obvious or latent defects.

16.2 Standard of Work. The Work must be:

- (A) In accordance with the requirements of the Project Documents;
- (B) Free from defects; and
- (C) Fit for City's intended use.

16.3 Standard of Construction Materials. All Construction Materials will be new and in excellent condition, except to the extent specifically provided otherwise in the Project Documents.

16.4 Quality Control. CMAR must establish, maintain, and implement a quality control program that is consistent with that described in the CMP and which is:

- (A) Sufficient to insure proper supervision, examination, inspection, and testing of all item of Work at appropriate intervals, including the work of Subcontractors, Supplier, suppliers; and
- (B) Sufficient to assure conformance to the Project Documents with respect to Specifically Described Items, as defined in Section 22.2 of this Agreement, and general workmanship, construction, and equipment (including maintenance, while-idle, and functional performance) requirements.

17. Regulatory Compliance.

17.1 Duty to Comply. CMAR must comply with all federal, state, county, and local laws, including, statutes, rules, regulations, codes, ordinances, executive orders, and other

legislative, executive, or judicial requirements and/or decisions (collectively, "Laws") applicable to the Work whether or not specifically referenced elsewhere in this Agreement. Compliance with such Laws shall include, but not be limited to:

- (A) Compliance with Laws pertaining to contractor licensing, occupational health, safety, disabilities, building codes, construction standards, licensure, social security, employment, workers compensation, immigration, wages, payrolls, health, discrimination, equal employment opportunity, civil rights, storm water, solid wastes, Hazardous Substances, grading, air pollution, water pollution, waste disposal, human remains, land use, historic preservation, endangered or threatened species, navigable waters, waters of the United States and tributaries thereof, and any other Laws applicable to the performance of the Work; and
- (B) Compliance with any applicable standards, specifications, manuals, or codes of any technical society, organization, or association, adopted by City (and as may be modified from time to time), or those commonly used as the industry standard in the design and construction of projects comparable to the Project being performed and completed in accordance with this Agreement by the CMAR.

17.2 Notification of Investigations. To the fullest extent permitted by applicable Law, CMAR will notify City, and, in each case, require its Subcontractors and Suppliers to notify City, within twenty-four (24) hours of a demand for records or notice of audit being received and/or any inspection or other investigation is commenced by any federal, state or local governmental agency that relates to the Work, including, without limitation:

- (A) Any Site inspection or investigation conducted to determine compliance with any Laws or permits pertaining to Hazardous Substances, waste, dust control, air quality, water pollution, storm water runoff, endangered species, navigable waters, occupational health or safety; and
- (B) Any inspection, audit or other investigation, whether on- or off-Site, conducted to verify the immigration and/or worker authorization status of any person employed or contracted by CMAR, its Subcontractors, or any Supplier.

17.3 City's Rules. City has the right, but not the obligation, to adopt and prescribe from time to time one or more rules and regulations ("City's Rule(s)") governing parking, access, times of work, noise, behavior towards City's employees, customers, guests or invitees, and such other matters not involving the means, method, techniques or manner of the Work's performance that City deems pertinent to preventing disruption to City's ongoing operations.

- (A) CMAR will enforce, and will be responsible to City for, the failure of its employees, or employees of its Subcontractors or Supplier to comply with City's Rules.
- (B) Compliance with City's Rules will be a condition to the right of any person to enter upon any of City's property. City has the right to revoke such right of access to any person who has breached or failed to comply with any of City's Rules.
- (C) The issuance or non-issuance, enforcement or non-enforcement of City's Rules by City will not relieve CMAR from its sole and exclusive responsibility to City for taking all appropriate precautions, in accordance with applicable

Laws, to ensure the health and safety of persons and property with respect to the Work.

17.4 Compliance Assurances. CMAR warrants to City that CMAR and its Subcontractors and Suppliers are in compliance with all of the following:

- (A) Subcontractors and Supplier now hold—and, at all times relevant to this Project, will hold—all licenses, registrations and other approvals necessary for the lawful performance of the work; and
- (B) Subcontractors and Suppliers are not—and, at all times relevant to this Project, will not—be debarred or otherwise legally excluded ("Debarred") from contracting with any federal, state or local governmental entity; and
- (C) Except with City's knowledge and consent, Subcontractors and Suppliers will not:
 - (1) Accept trade discounts;
 - (2) Have a significant direct or indirect financial interest in CMAR or any of its Subcontractors or Supplier; or
 - (3) Undertake any activity or employment or accept any contribution that conflicts, directly or indirectly, with the City's interests.

18. Health and Safety.

18.1 General Safety Duty.

- (A) CMAR is solely responsible for the safety and health effects of the Work as it may impact all persons and property whether or not under CMAR's control.
- (B) CMAR shall at all times:
 - (1) Provide proper traffic control, warnings, and all other measures necessary to protect City and City's residents, employees, invitees, licensees, and agents, and all other third persons from illness, sickness, death, personal injury or property damage arising from or relating to the Work; and
 - (2) Maintain a safe working environment, in full compliance with all applicable Laws, especially such laws relating to occupational health and safety and drugs in the workplace.

18.2 Hazardous Substances. CMAR is responsible for the proper handling, management, storage, transportation and disposal of every substance, material and equipment it brings to the Site, and in the conduct of its operations, so as to prevent the release of any Hazardous Substance:

- (A) Remediation. CMAR is responsible for the cost of investigation, characterization, management, response and/or remediation of a release or threatened release of a hazardous substance. CMAR is also responsible for all other losses and damages to City or any third party resulting from any release or threatened release of a hazardous substance by CMAR or any of its subcontractors or suppliers.
- (B) Actions upon Discovery. If CMAR discovers material on the Site that may be a Hazardous Substance, then CMAR must immediately:

- (1) Notify the City and the National Response Center if the Hazardous Substance presents or may present an imminent threat or endangerment to public health or welfare or the environment;
- (2) Notify City in writing of the discovery of the Hazardous Substance and provide all relevant information if the Hazardous Substance does not present an imminent threat or endangerment to public health or welfare or the environment;
- (3) Discontinue Work and take whatever precautions are necessary to protect persons and property from exposure to the Hazardous Substance, including, but not limited to, taking actions to prevent the release or threatened release of such material or any action that may accelerate the release of or threatened release of such Hazardous substance in accordance with applicable Laws or the direction provided by any regulatory agency such as the EPA, ADEQ or the Maricopa County Environmental Services Department;
- (4) CMAR may resume operations in the affected area only after City has determined that the material is either not a Hazardous Substance or that it is a Hazardous Substance but the response has remedied, eliminated, mitigated or managed the risk in accordance with applicable Law; and
- (5) If the remedy directed by City results in a delay to the Work's critical path, and if CMAR did not cause, allow, or contribute to the release or threat of release of the Hazardous Substance, CMAR may seek an equitable adjustment of the Contract Times and Contract Sum, in accordance with Section 11 or Section 20.3(E) of this Agreement.

18.3 Waste.

- (A) Waste Defined. "Waste" includes any dust, solids, liquids or other form of inert or discardable material that is not a Hazardous Substance, pollutant or contaminant.
- (B) Waste Management. CMAR must maintain proper precautions so that the amount of Waste resulting from CMAR's Work is at all times:
 - (1) Kept at minimum;
 - (2) Confined within the Site; and
 - (3) Not permitted to interfere with or disturb City's ongoing operations or the activities of City's employees, customers, residents, guests, invitees, or licensees.
- (C) Waste Removal. All Waste must be removed from the Site each day, pursuant to a plan approved by City, and the Waste must be properly transported and disposed of at an appropriate disposal facility in accordance with applicable Law.
- (D) Contract. CMAR must contract with City for any Waste removal. CMAR may be charged for the City's provision of waste management collection and disposal services at the then market rate. Such charges shall be considered part of the Construction Services Cost and will not effect the CMAR's Fee, the Contract Sum or the GMP.

19. Permits.

- 19.1 Duty to Secure.** CMAR will timely and proactively apply for, and undertake all actions necessary to secure and comply with all federal, state and local permits, licenses and approvals required for the Work. CMAR must also provide adequate time in the construction schedule to secure all required permits and approvals.
- 19.2 Costs of Permits.** The cost of permits, licenses, connection fees, and other such fees must be included in the Construction Services Costs. If CMAR's actions cause the cost of the Work to increase because permit application review and issuance may cause it to fail to meet the Construction Schedule, the cost for obtaining expedited review and approval of such permit applications must be borne solely by CMAR. Such cost will also not be reimbursed by City or be used as a justification to seek an adjustment or increase of the GMP.
- 19.3 Public Hearings.** CMAR will attend and participate in all public hearings held by local governmental jurisdictions and utilities in connection with the issuance and compliance with such permits, licenses and approvals.
- 19.4 Compliance.** CMAR and each of its Subcontractors and Suppliers must comply with, give all notices and take all actions required by all permits issued for the Work. Any failure to comply with the terms and conditions of such permits will be the responsibility of the CMAR and any penalties imposed for such failure(s) shall be borne by the CMAR alone.

20. Site.

- 20.1 Title to Project Site.** City warrants that it owns title to the Project site and that all known easements, licenses, and restrictions that may affect the Project have or will be timely disclosed.
- 20.2 On-Site Locations.**
- (A) Reference Points. City will provide engineering surveys to establish reference points for construction which in City's judgment are necessary to enable CMAR to begin the Work.
 - (B) Site Layout. CMAR will be responsible for laying out the Work, protecting and preserving the established reference points and must not make change relocations without the proper written approval of City.
 - (C) CMAR's Responsibilities. CMAR must report to City whenever any reference point is lost or destroyed or whenever relocation of a reference point is required due to necessary changes in grades or locations. CMAR will be responsible for the accurate replacement or relocation of the reference points by professionally qualified personnel.
- 20.3 Newly Discovered or Changed Conditions.** As Design Phase Consultant, CMAR has specialized and detailed knowledge of the site and the conditions pre-existing for construction of the Project. Based on this knowledge, CMAR warrants and represents that CMAR:
- (A) Inspection. Has conducted a visual inspection of the Site, reviewed the soils report, and performed all other due diligence activities CMAR considers adequate to verify the conditions of the soils and other conditions at the Site;
 - (B) No Defects. Has observed no defects, discrepancies, deficiencies or faults with the Site making it unsuitable for the Project or found any defects, discrepancies, deficiencies or faults in any Project Documents that would

require further investigation (except those that have already been reported to City in writing as the Design Phase oversight contractor); and

- (C) Acceptance. Accepts the condition of the soils and the Site as being fit and proper to allow for the full performance of the Work.
- (D) Discovery of Conditions. If, at any time CMAR during the performance of the Work, CMAR encounters previously unknown conditions at the Site, which could not reasonably have been detected by CMAR's investigation or during CMAR's performance prior of Design Phase services at the site, and that make it unsuitable for the Work's proper and accurate performance, CMAR must promptly:
 - (1) Discontinue Work in the affected area;
 - (2) Leave the Newly Discovered or Changed Conditions as they are found (taking reasonable precautions for the protection of persons and property);
 - (3) Notify City and its Project Coordinator (immediately by phone or email, followed by written notice within 24 hours identifying the Newly Discovered or Changed Conditions with specificity); and
 - (4) Await clarification and direction before CMAR proceeds with any Work that may be affected.

For purposes of this Section, "Newly Discovered" or "Changed" conditions shall include, without limitation: conditions in or beneath the Site that differ materially from indications in the Design Documents or information that was known or could have been reasonably discovered by CMAR during its performance of Design Phase Services, or other newly discovered or changed conditions that may adversely impact the Work that occurred after Design Documents were approved as final.

- (E) Equitable Adjustment. If the Newly Discovered or Changed Conditions could not be reasonably discovered or foreseeable by CMAR during its performance of Design Phase review services, CMAR may seek an equitable adjustment of the Contract Times and GMP for any resulting critical path delays or additional expenses incurred by CMAR, subject to Sections 10 and 11 of this Agreement
- (F) Liability and Responsibility. If CMAR proceeds with Work after discovery of a Newly Discovered or Changed Condition without notifying City, suspending applicable Work as provided in this Section and getting the City's approval to proceed, CMAR will be liable and responsible to City for all resulting losses, liabilities, damages, and expenses. CMAR proceeds without so notifying the City and obtaining its approval, CMAR will have waived any right to seek a CMAR Claim or Equitable Adjustment as provided herein based on any Newly Discovered or Changed Condition.

20.4 Underground Facilities. CMAR will comply with the provisions of A.R.S. § 40-360.21 *et. seq.*, relating to underground facilities, and further:

- (A) Other Owners. CMAR acknowledges that City is not the owner of some underground facilities on, or contiguous to, the Project Site. "Underground facilities" includes, but is not limited to, electrical conduit, water irrigation canals and ditches, gas lines, telecommunications lines, or other

communications fibers, and such facilities may be owned and/or operated by governmental or private entities;

- (B) Information and Data. The information and data shown or indicated on the Design Documents and other site specific documents concerning existing underground facilities at, or contiguous to, the Project Site will be based on the information and data furnished to City by the owners or operators of the underground facilities;
- (C) CMAR's Responsibilities. City will not be responsible for the accuracy or completeness of the information or data provided by others. CMAR will have the responsibility for the following activities, the cost of which are included in the GMP:
 - (1) Reviewing and verifying the information and data provided by others;
 - (2) Locating all underground facilities on, or contiguous to, the Project Site, to the extent knowledge of adjacent underground facilities is necessary and reasonable to secure;
 - (3) Coordinating the Work with the owners of the underground facilities during construction;
 - (4) Providing for the safety and protection of all underground facilities affected by the Work; and
 - (5) Integrating any underground facility into the Work as necessary.
- (D) Repair and Replacement. City will not be responsible for any repair or consequential damages resulting from CMAR's mistake in locating or failing to locate underground facilities and taking such locations into account when performing the Work.
- (E) City-Owned Underground Facilities. City will provide CMAR with information and data about the location and characteristics of any underground facility that it owns, such as water and sewer lines. The CMAR may rely on that information and data.

20.5 Archaeological Deposits. In accordance with A.R.S. § 41-844, if CMAR discovers any archaeological sites or objects, CMAR must promptly report them to City and Director of the Arizona State Museum:

- (A) CMAR will further ensure compliance with the provisions of State law with respect to archaeological sites or objects; and
- (B) CMAR may be allowed an adjustment for time depending on the extent of the tasks required to catalogue and preserve the find and to mitigate any impact such find may have on the Work.

21. On-Site City Activity.

21.1 Partial Utilization. Before Final Completion of the Project, as defined in Section 6.6 of this Agreement, City may divide the Project and place a portion of the Project into use, if such that portion has been completed. The City may exercise the option to divide and use a portion of the Project if:

- (A) The Design Documents identify a distinct phase of the Project, and the part of the Project being sought to be placed into use has been completed; or

- (B) City and CMAR agree that the portion sought to be placed into use is a separately functioning and usable part of the Work that can be used by City for its intended purpose without significantly interfering with CMAR's timely and proper performance of the remainder of the Work.
- (C) If the Project is not phased and City decides to place a part of the Project into use such that CMAR incurs additional costs or requires additional time, CMAR may present a CMAR Claim for additional time or compensation in accordance with Section 11 of this Agreement.

21.2 City's Performance of On-site Work. City may perform other work on-site that is related to the Project using the City's own work force, or contractors, vendors or suppliers. Such work may include, but not limited to, utility relocation or co-location, (e.g., electric, gas, telecommunications) ("City's On-site Work").

- (A) Access. CMAR will assure that the entities handling the City's On-site Work have safe and proper access to all portions of the Project Site necessary for the performance of the City's On-site Work.
- (B) Materials and Equipment. CMAR will assure that persons performing the City's On-site Work have adequate space to transport, handle, stage and store materials and equipment and adequate space and opportunity to conduct the City's On-site Work.
- (C) Coordination. CMAR will coordinate its Work with the City's On-site Work so that both parties may perform their Work in a timely and efficient manner.
 - (1) Unless otherwise provided in the Project Documents, CMAR will perform all cutting, fitting, and patching of material or elements of the Work that may be required to make the CMAR's Work and the City's On-site Work consistent and functional.
 - (2) CMAR will not endanger the City's On-site Work while integrating the parties' performance.
 - (3) If the CMAR's completion of any portion of the Work depends on the completion of City's On-site Work, CMAR will inspect the City's On-site Work and timely report to City any delays, defects, or deficiencies that may delay or hinder CMAR's completion of the Work. A failure by CMAR to inspect and report the City's On-Site Work will constitute acceptance of that Work and any objection or request for a CMAR Claim or Equitable Adjustment CMAR may have is deemed to be waived.

21.3 Transfer of Control. In the event control of the Project Site is transferred from CMAR to a third party, CMAR and City will work to assure that safety of the Project Site is not compromised, that access to and control of the Project Site is maintained, that proper insurance is in place and that the Work will continue without undue delay.

22. Inspection of Work.

22.1 City Inspections. City has the right to inspect the Work at any time for any purpose.

- (A) Required Inspections. Certain aspects of the Work will require inspections in accordance with existing City Ordinances and City Code provisions or in accordance with the scope of Work as set forth in this Agreement.

- (1) CMAR must timely schedule and perform or participate in any required inspections and testing.
 - (2) CMAR will pay all costs associated with any required inspections, and these costs shall be included in the GMP. The costs of any testing or collection of data that is required for the inspection of City shall not be the basis for any Change Order, CMAR Claim, Equitable Adjustment, or an amendment to the GMP.
 - (3) CMAR must obtain and provide to City Certifications or warranties required or any test results or analyses which were generated from the required inspection or testing.
- (B) Cooperation. CMAR will cooperate fully with any inspections conducted by the City. The City will attempt to coordinate its inspections with the CMAR so as not to disrupt the Work; however, inspections for life or safety issues will be handled by both parties on a priority basis.
- (C) Independent Inspections. City may employ the services of an independent party to conduct any tests or inspections at City's cost and expense.

22.2 Specifically Described Items. If any material, component, or equipment (collectively, an "Item") is specified or described in the Project Document, Construction Document, or other document submitted to City by CMAR or required by industry standard, trade, proprietary, or supplier name, that Item shall be used in performing or completing the Work.

- (A) "Or-equal". If the specification or description contains or is followed by the words "or-equal", other Items of a similar kind or nature may be accepted by City, in its sole discretion, if the City determines, prior to the substitution, that the Item proposed by CMAR is qualitatively and functionally equal to of the Specifically Designed Item.
- (B) Substitutions. If CMAR proposes to use an Item different than that which is specifically described or named, CMAR must obtain the City's approval of such substitution prior to use or prior to any modification or deviation intended to accommodate the use.
- (1) CMAR must submit a request for substitution in writing to City.
 - (2) CMAR must submit with the request for substitution the following:
 - (a) Information about the Item sufficient for City to make a determination whether the Item is essentially equivalent to that named and is an acceptable substitute.
 - (b) Any effect the substitution may have on timely achievement of the Substantial Completion date;
 - (c) Any cost or credits that will result from the substitution; and
 - (d) Any other relevant information requested by City.
 - (3) City approval of any substitute Item will be within its sole discretion.
 - (4) CMAR is responsible for the costs associated with making the request for substitution, including the cost of obtaining the data.
 - (5) Approval of such substitution does not constitute an agreement to increase the GMP or constitute issuance of a Field Order or Change

Order. CMAR must still obtain separate approval for the increased cost in accordance with the procedures continued elsewhere in this Agreement.

22.3 Uncovering Work. City or its Project Coordinator may require CMAR to uncover Work for inspection and testing.

(A) Builder's Responsibility. If the Work had been covered without CMAR's compliance with all applicable inspection and approval requirements of the Project Documents, CMAR must properly remedy or replace all nonconforming or deficient Work, and adjacent property damaged thereby, to City's satisfaction. CMAR must also pay the costs City incurred in connection with uncovering, testing, inspecting, remedying and recovering the Work.

(B) City Responsibility. If the Work had been covered in accordance with all applicable inspection and approval requirements of CMAR Documents, City will pay the costs CMAR reasonably incurred to uncover, test, inspect, and remedy the Work, subject to § 11.

22.4 Rejected Work. CMAR must promptly, and so as not to interfere with the Project Schedule, remove and replace, at CMAR's sole expense, any Work that is rejected by City or its Project Coordinator as defective, contrary to CMAR's warranties, or otherwise not in accordance with the Project Documents.

22.5 City's Remedy. If CMAR does not correct such deficient or nonconforming Work within seven (7) days, or initiate any Work that would reasonably take longer than seven (7) days, after receipt of written notice from City to do so, City may, without prejudice to any other remedies it may have, take whatever steps are necessary to correct the deficient or nonconforming Work, and CMAR will pay City the costs City incurs in connection with any corrective action.

23. Warranties.

23.1 CMAR Warranty. CMAR warrants that the Work performed pursuant to this Agreement is free from defects. Upon 20 days written notice from the City, and within two years from the Final Completion of the Work, CMAR must, at CMAR's sole expense, uncover, correct, and remedy any and all defects in CMAR's Work or any defects in work of CMAR's Subcontractors or Suppliers.

23.2 Third Party Warranties. If any other Contract Document or third party warranty provides for a period longer than two years, the longer period applies.

23.3 Call-Back Remedial Work. CMAR, at CMAR's sole expense, will properly restore any of the Work or property that is damaged by reason of any remedial Work, to City's satisfaction.

(A) Warranty on Remedial Work. All remedial Work will have an extended warranty equal to the later of Final Completion or six (6) months after completion of the remedial Work.

(B) Self-Help. If CMAR fails to correct any defects in accordance with this call-back warranty, then City may correct the defects and CMAR must reimburse City for all expenses incurred by City.

(C) Non-exclusivity. This express call-back warranty is given in addition to, and without any limitation on, any other claim, right or remedy City may have under this Agreement or applicable Law including, without limitation, any

claim, right or remedy arising from tort, contract breach, license bond, recovery fund, latent defect, breach of the implied warranty of habitability, CMAR's violation of any Law, or any other claim, right or remedy, whether discovered before or after the above described call-back period (as may be extended above).

- (D) No Fault of CMAR. This express call-back warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CMAR, improper or insufficient maintenance, improper operation, or ordinary wear and tear usage.

24. Liens and Stop Notices.

24.1 Title to Work. CMAR warrants that title to all Work covered by an Application for Progress Payment or Application for Final Payment will pass to City no later than the time of payment.

24.2 Work Free of Liens. CMAR further warrants that, upon Application for Progress Payment or Application for Final Payment submittal, all Work for which payment is requested and received from City must, to the best of CMAR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances.

24.3 Duty to Remove Liens. In the event any document intending to give rise to a lien, or any other claim is asserted, filed, or maintained against the Project or City contrary to the foregoing warranty by CMAR, Subcontractor, or any Supplier, then CMAR agrees to cause such lien or claim to be satisfied, removed, or otherwise discharged at its own expense, by payment, bond or otherwise, within ten (10) days from the lien's filing date.

24.4 City's Remedy for Liens.

(A) City Right to Action. If CMAR fails to take such action promptly after notice from City, then City has the right, in addition to all other rights and remedies available under this Agreement or at Law, to cause each such lien or claim to be removed, satisfied or discharged by whatever means City chooses.

(B) Costs and Expenses. CMAR will be responsible for the entire cost and expense of this lien removal action, including reasonable attorneys' fees and expenses incurred by City, and will remit payment for these costs and expenses immediately upon demand by City.

25. No Waiver. Any review or approval given, or payment made, by City or any of its representatives does not:

25.1 Constitute acceptance of CMAR's Work or of the sufficiency of any request for payment;

25.2 Operate as an acquiescence to, or waiver of, any departure from, or CMAR's failure to perform in accordance with, any of this Agreement's requirements;

25.3 Constitute approval of:

(A) The adequacy, form or content of any subcontract; or

(B) Any actions taken by CMAR or by any Subcontractor.

25.4 Relieve CMAR, any Subcontractor or Supplier of any obligations or responsibilities under this Agreement;

- 25.5 Be accepted as evidence of satisfactory performance of any Work; or
- 25.6 Diminish in any manner City's rights and remedies under this Agreement or applicable Law.

26. CMAR's Warranties and Representations.

26.1 **Warranty.** As an inducement to City to enter into this Agreement, CMAR represents and warrants the following to City (in addition to the other representations and warranties contained in the Agreement) that:

- (A) Financial Condition. CMAR, its subsidiaries and its affiliated entities are financially solvent and able to pay their debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations under this Agreement, provided that City satisfies its payment and other obligations under this Agreement;
- (B) Performance Ability. CMAR is able to furnish the Construction Services and FFE Services required to complete the Project and perform its obligations hereunder, provided that City satisfies its payment and other obligations, and that CMAR has sufficient experience and competence to do so;
- (C) Litigation Status. There are no pending or threatened legal actions or proceedings which might materially impair CMAR or its subsidiaries or affiliated entities' ability to satisfy their obligations hereunder;
- (D) Legal Status. CMAR, its subsidiaries and affiliated entities are licensed by the Arizona Registrar of Contractors to perform construction and that all construction Subcontractors and Suppliers used on this Project by CMAR also will be so licensed; and
- (E) Proper Authorization. That execution of this Agreement and its performance are within its authorized powers.

26.2 **Survival.** These representations and warranties survive this Agreement's termination and the Project's Final Completion, whichever is later.

27. CMAR Relationship to City.

- 27.1 CMAR's relationship to City is in all respects that of an independent contractor.
- 27.2 CMAR is solely responsible for the means, manner, method, supervision, performance, coordination, safety programs, or control of the Work to be performed by CMAR.
- 27.3 CMAR is not and will not be found to be an employee, instrumentality, department or agent of City for any purpose.
- 27.4 This Agreement will in no respect be construed to create a partnership, joint venture, or agency between the parties.
- 27.5 Neither party has right or power to bind or obligate the other party for any liabilities or obligations without the other party's prior written consent.

28. Assignments.

- 28.1 **City Assignment.** City may assign or transfer this Agreement without CMAR's consent.
- 28.2 **City Financing.** CMAR agrees that if City assigns this Agreement to any lender or other third party source of funding for the Project (each, a "Financing Party");

- (A) CMAR will cooperate with any such assignments, and will execute any consents, assignments and other instruments reasonably required to facilitate the assignments;
- (B) CMAR will cooperate with any inspectors engaged by a Financing Party to observe or inspect the work; and
- (C) CMAR will execute any documents that the Financing Party reasonably requests it to execute in connection with its review of any of CMAR's Work or any of City's requests to Financing Party for disbursements on account of the Work.

28.3 CMAR Assignment. CMAR will not, without City's prior written consent, which may not be unreasonably withheld, do the following:

- (A) Sell, transfer, assign or delegate any interest in this Agreement or any rights or CMAR's obligations; or
- (B) Until Final Payment is made, cause, suffer or permit:
 - (1) Any sale, transfer or assignment of any stock, membership or other equity ownership interest in CMAR, or
 - (2) The issuance of any new stock or other equity ownership in CMAR.

28.4 Void Assignments. Any transfer, sale, assignment, delegation, or issuance of any stock, membership, or other interest in CMAR without City's written consent is void.

29. Taxation of Revenue Bonds. City may issue revenue bonds to fund the Project's design, construction and implementation. If City issues these bonds:

- 29.1** CMAR, to the extent within its control, and so long as it does not increase CMAR's time or cost of performance of the Work, covenants that it will not knowingly take any action, or fail to take any action, that adversely affects the inclusion from gross income of the interest on any of revenue bonds under § 103(a) of the *Internal Revenue Code of 1986, as amended* (the "Code");
- 29.2** CMAR will not cause the interest on any revenue bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code; and
- 29.3** In the event of such action or omission, CMAR will, promptly upon having any action or inaction brought to its attention, take any reasonable actions based upon an opinion of bond counsel to City, as may rescind or otherwise negate such action or omission.
- 29.4** CMAR, to the extent within its control, and so long as it does not increase CMAR's time or cost of performance of the Work, will not knowingly directly or indirectly use or permit the use of any proceeds of any revenue bonds or any other funds of City to take or omit to take any action that would cause any revenue bonds issued to be or become "arbitrage bonds" within the meaning of § 148(a) of the Code or to fail to meet any other applicable requirement of §§ 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Revenue Bonds.

30. Indemnity.

30.1 Duty to Indemnify, Defend, and Hold Harmless. To the fullest extent permitted by Law, CMAR will indemnify, defend, save and hold harmless City and its elected officials, officers, employees, agents, consultants, sub-consultants, representatives, and agents (individually, an "Indemnified Party"; collectively, the "Indemnified

Parties") for, from and against any and all third-party claims, demands, causes of action, damages (including compensatory, consequential, liquidated, and punitive), judgments, penalties, settlements and all other losses arising (collectively "Claim") from the performance or nonperformance of this Agreement by CMAR or of a Subcontractor, Supplier, or any other person or entity for whom CMAR is responsible and all attorneys' fees, consultants' fees, court costs (whether or not taxable by statute), and expenses incurred by each Indemnified Party.

30.2 Extent of Indemnification.

- (A) This indemnification is comprehensive and encompassing to the maximum extent permitted by Law and includes, but is not limited to, a Claim, just or unjust, of any kind, nature or description whatsoever, whether sounding in a tort, warranty, contract (including breach of this Agreement), equity, a statute, or any other theory of liability, and whether Claim is based on an alleged death, personal injury, sickness, conversion, breach of contract, breach of warranty (express or implied), breach of representation, defective work not remedied, lien, stop notice, property damage (including property damage to the Work), patent infringement, copyright infringement, loss of use and all other economic loss, release of a petroleum byproduct or other substance regulated by applicable Law, legal violations or other claimed damage.
- (B) This indemnity is in addition to and will not be deemed to limit any other indemnity given by CMAR.

30.3 Defense of Indemnified Party. CMAR will defend each Indemnified Party under this indemnity at CMAR's expense with counsel reasonably acceptable to the Indemnified Party, subject to the following:

- (A) The Indemnified Party has the opportunity to participate in the defense against the Claim;
- (B) If there are potential conflicting interests that would make it inappropriate for the same counsel to represent both CMAR and the Indemnified Party, or the Indemnified Party has defenses available to it that are not available to CMAR, then the Indemnified Party may select separate counsel to represent it at CMAR's expense;
- (C) No settlement or compromise can be effected by CMAR without the prior consent of the Indemnified Party; and
- (D) If CMAR does not, within fifteen (15) days after receipt of Notice from the Indemnified Party (or such shorter period of time as may be necessary to avoid a default on a Claim), give Notice to the Indemnified Party of CMAR's election to assume the defense of the Claim, the Indemnified Party has right to undertake, at the expense and risk of CMAR, the defense, compromise or settlement of the Claim.

30.4 Negligence of Indemnified Party. The foregoing obligations to indemnify, defend, save and hold harmless apply even if a Claim results in part from the negligence of an Indemnified Party, but, in such event, the ultimate liability of CMAR is only to the extent the Claim is found to have resulted from the negligence of CMAR or of any Subcontractor or Supplier.

- (A) In no event, however, will an Indemnified Party be indemnified for a Claim to the extent it results from the gross negligence or intentional conduct of

the Indemnified Party or the Indemnified Party's agents, employees or indemnity as provided in A.R.S. § 34-226.

- (B) An Indemnified Party's acting or failing to act in reliance on promises, representations or agreements made by CMAR in the performance of the Work may not be considered gross negligence or an intentional act or failure to act by the Indemnified Party.

31. Insurance Requirements.

31.1 Insurance Obligation. CMAR must, as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors and Suppliers to furnish and maintain, insurance in accordance with the Insurance Requirements attached as **Exhibit E**.

- (A) Force Placement. In the event CMAR fails, or any Subcontractor or Supplier fails, to maintain all insurance as provided in **Exhibit E**, City may, in addition to, and without prejudice to any other remedies available to it under this Agreement or applicable Law, on two (2) days' notice, purchase equivalent insurance.
- (B) Reimbursement for Force Placement. CMAR will reimburse City upon demand, or, at City's option, by way of withholding or off-setting amounts otherwise due to CMAR, for all expenses City incurs in connection with obtaining such insurance.

31.2 Risk of Loss.

- (A) CMAR bears the risk of loss to all materials, equipment, fixtures, supplies, or other Work element, whether in transit, stored off-site, or stored or housed on site, until such element(s) have been incorporated into the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.
- (B) CMAR is solely responsible for insuring all such materials, equipment fixtures or other Work element from loss until such materials, equipment, fixtures or other elements have been physically incorporated in the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.

31.3 Bonds. Upon this Agreement's execution, CMAR must furnish Payment and Performance Bonds required under the provisions of A.R.S. § 34-608. The forms of the bonds will comply with the statute and be provided by a surety approved by City.

31.4 Builder's Risk Insurance. CMAR will furnish an all risk property insurance ("Builder's Risk") for the replacement value of the Work performed.

- (A) Form. The form of policy for this Builder's Risk coverage must be non-reporting, in completed value with no co-insurance, and valued at replacement cost with non-standard (broad) form all risk policy.
- (B) Coverage Value. The value utilized must be 100% of the completed value (including Contract Amendments) of the renovation, repairs or construction.

31.5 Other Property Lost Coverage. Insurance against loss of tools, equipment, or other items not incorporated into the Work, but required for the Work's performance, is CMAR's responsibility.

32. Records. CMAR must keep full and detailed accounts and exercise controls as may be reasonably necessary for the Work's proper financial management using generally accepted accounting methods and control systems reasonably satisfactory to City.

32.1 City and its properly authorized representatives—who may be City employees or independent contractors as determined by City—will be afforded access at all times on reasonable advance notice to all CMAR's tangible and electronic records received or generated in connection with the Project, including, without limitation, records, books, ledgers, correspondence, instructions, drawings, receipts, contracts, subcontracts, vouchers, memoranda, electronic data bases and other electronically stored data and printouts thereof, and similar data relating to this Agreement ("Project Data").

(A) Project Data availability will allow for audit, review, inspection and copying, at the Site or at CMAR's offices, if these offices are located in Maricopa County, Arizona.

(B) Access will be available during regular business hours.

(C) Project Data will be available for this inspection for at least one year after Final Completion of the Project or one year after the City has issued its Final Payment and resolved all disputes regarding payments under this Agreement, whichever is later.

32.2 CMAR will be entitled to a reasonable charge for furnishing more than one hard copy of any document that is requested by City. CMAR will provide electronic copies to the City upon request.

32.3 CMAR must preserve all such Project Data for a period of six (6) years after Final Payment, or longer where required by Law, and prior to destruction, Project Data will be delivered to City if City requests.

32.4 CMAR must include these record keeping and record retention provisions in its subcontracts and contracts with Suppliers and require these parties to afford the City similar access for audit, inspection and copying, to all of the hard copy and electronically stored Project Data.

33. Equal Employment Opportunity.

33.1 Non-Discrimination Policies. CMAR must develop, consistently implement, and effectively maintain non-discrimination policies.

(A) Duty to Not Discriminate. CMAR and CMAR's Subcontractors and Suppliers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, marital status, gender identity or expression, genetic characteristics, familial status, US military veteran status or disability.

(B) Affirmative Action. CMAR must take affirmative action to attract diverse applicants, and ensure that the employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, age, marital status, gender identity or expression, genetic characteristics, familial status, US military veteran status or disability. This affirmative action includes, but not be limited to, the following:

(1) employment;

(2) upgrading;

- (3) demotion or transfer;
- (4) recruitment or recruitment advertising;
- (5) layoff or termination;
- (6) rates of pay or other compensation; and
- (7) selection for training, including apprenticeship.

33.2 Notices of Non-Discrimination Policies. CMAR will post in conspicuous places, available to employees and applicants for employment, notices that set forth the non-discrimination policies and CMAR, its Subcontractors and Suppliers will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, gender identity or expression, genetic characteristics, familial status, US military veteran status or disability.

34. Immigration Law Compliance: CMAR, and on behalf any Subcontractor and Supplier, 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.

34.1 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.

34.2 City retains the legal right to inspect the papers of any CMAR, Subcontractor or Supplier employee who performs work under this Agreement to ensure that CMAR, its Subcontractors and Suppliers are fully in compliance with any warranty under this Section.

34.3 City may conduct random inspections, and upon request of City, CMAR shall provide copies of papers and records of CMAR demonstrating continued compliance with the warranty under this Section. CMAR 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.

34.4 CMAR agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon CMAR and expressly accrue those obligations directly to the benefit of the City. CMAR 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.

34.5 CMAR's warranty and obligations under this Section to the City continue throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified so that compliance with this Section is no longer a requirement.

34.6 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.

35. Termination.

35.1 For Cause. City has the right to terminate this Agreement without notice if CMAR:

- (A) Fails to maintain insurance required by this Agreement;

- (B) Violates any applicable Law regulating Hazardous Substances, occupational health, job safety, or environmental matters;
 - (C) Jeopardizes the health, safety or welfare of persons or property;
 - (D) Is Debarred by any governmental entity (in which event the termination will be effective as of the date of the sanction or debarment); or
 - (E) Abandons the Work.
- 35.2 For Breach.** If this Agreement is breached by CMAR, City may terminate this Agreement if CMAR fails to cure the breach within seven (7) calendar days after delivery of written notice specifying the breach or within such longer period of time as City may agree to in writing.
- 35.3 Remedy after Termination.** If this Agreement is terminated, CMAR will immediately stop Work and remove its employees from the Project Site. City may, without prejudice to any other right or remedy available at Law or in equity, complete the Project through alternate means and in whatever manner City deems appropriate. City may also, at its election, take possession of and use the materials, equipment, tools and machinery of CMAR, a Subcontractor, or any Supplier to complete the Work otherwise required of the CMAR under this Agreement.
- 35.4 Payment after Termination.** CMAR will have no right to any further payment until after City has completed the Project and determined the amount of its costs, and expenses and damages resulting from the termination.
- (A) If the unpaid balance of the Contract Sum exceeds the costs City incurs to complete the Project, plus other expenses and damages incurred by City resulting from CMAR's breach of this Agreement, City will pay CMAR the difference.
 - (B) If the expense of completing the Project, plus City's damages and other expenses, exceeds such unpaid balance, CMAR will pay the difference to City upon demand.
- 35.5 For Convenience.** City may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five (5) days written notice.
- (A) Notice of Termination for Convenience. Notice of termination for convenience:
 - (1) Will be provided no less than five (5) days before cessation of Work;
 - (2) Will specify the date of termination for that part of the Work; and
 - (3) Will direct the sequence and manner in which the termination will be implemented.
 - (B) Payment after Termination for Convenience. Upon termination for convenience, City will pay CMAR the reasonable value of all Work performed prior to the date of termination, including costs necessarily incurred, reasonable costs of demobilization and shut down, and reasonable overhead and profit on Work performed, but excluding any profit or overhead on unexecuted Work.
- 35.6 Abandonment.**
- (A) City's Right to Terminate. In the event CMAR, any Subcontractor or Supplier suspends or terminates its performance under this Agreement for

any reason, City has the right to suspend or terminate all or any part of this Agreement and finish the suspended or terminated Work by whatever means City determines is appropriate.

- (B) Replacement. To prevent termination, CMAR must replace Subcontractor or Supplier within five (5) days by procurement of a Subcontractor or Supplier in a manner that is acceptable to City.
- (C) Withholding of Payments. If the abandoning Subcontractor or Supplier is not timely replaced, City may complete the Work at CMAR's expense, in which case:
 - (1) CMAR will not be entitled to receive any further payment hereunder until:
 - (a) The entire Project is complete; and
 - (b) All direct and indirect costs incurred by City to complete CMAR's Work, plus a reasonable allowance for City's overhead and profit, has been paid or offset against the GMP.
 - (2) Direct and indirect costs and the allowance for overhead and profit will apply against the Contract Price and, if the cost to complete the Project is greater than the amount due CMAR, CMAR will pay that difference immediately to City.

36. Dispute Resolution.

- 36.1 Each claim, controversy and dispute (each a "Dispute," collectively, "Disputes") will be initiated and resolved as provided in **Exhibit G**.
- 36.2 CMAR will continue performance of the Work pending resolution of any CMAR Claim, request for Equitable Adjustment or any Dispute, unless otherwise directed by City in writing.

37. Notices.

- 37.1 Any communication or notice required to be issued or given under this Agreement (each, a "Notice") will be effective only if:
 - (A) Notice is in writing; and
 - (B) Delivered to the physical or electronic address given in Section 3 of this Agreement on a business day observed by City ("Business Day"):
 - (1) in person;
 - (2) by private express overnight delivery service (delivery service charges prepaid);
 - (3) certified or registered mail (return receipt requested); or
 - (4) electronic mail, if confirmation of receipt is given and received.
- 37.2 A notice will be deemed delivered to the party:
 - (A) As of the date of receipt if received before 5:00 PM on a Business Day at the address for Notices identified in Section 3 of this Agreement; or
 - (B) As of the next Business Day if received after 5:00 PM on a Business Day at the address for Notices identified in Section 3 of this Agreement.

- 37.3 The party giving Notice will have the burden of proof as to the time and place of delivery.
- 37.4 A party may only change its representative or the information for giving Notice by giving Notice of the change to the other party in writing at least ten (10) days prior to the date such change becomes effective.
38. **Miscellaneous.**
- 38.1 **Contract Amendment.** The parties may, at any time, modify this Agreement by written agreement ("Contract Amendment") signed by both City and CMAR. The Contract Amendment shall become effective and an enforceable part of this Agreement upon its execution.
- 38.2 **Integration.** This is the entire agreement of City and CMAR, and it supersedes all negotiations and any prior agreements between them relating to the Work and the Project. No other documents are included unless incorporated herein by reference.
- 38.3 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 38.4 **Successor and Assigns.** This Agreement will inure to the benefit of and be binding on the parties' successors and assigns.
- 38.5 **Rights and Remedies.**
- (A) All rights and remedies provided in this Agreement are cumulative and the exercise or assertion of one or more rights or remedies will not affect any other rights or remedies allowed by Law or equity or this Agreement.
- (B) Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement's provisions, or with respect to any occurrence, shall operate as a waiver with respect to such provision or occurrence thereof.
- (C) No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise of the same or of any right, remedy, power or privilege.
- 38.6 **No Waiver.** No waiver is effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 38.7 **Severability.** If any provision of this Agreement is held by any court to be void or unenforceable, that provision will not affect the validity of the remaining provisions of this Agreement.
- 38.8 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification provision, insurance requirement, and every other right, remedy and responsibility of City or CMAR under this Agreement will survive the Project's completion, or this Agreement's earlier termination.
39. **Conditions Precedent.** This Agreement's effectiveness, and City's obligations hereunder, are contingent upon City's written confirmation to CMAR that each of the following contingencies have been fulfilled:
- 39.1 **Funding.** City has allocated funds specifically for the purpose of the Project or has secured financing it deems satisfactory for the Project.
- 39.2 **Approval.** This Agreement has been approved by the Glendale City Council.
40. **Exhibits.** The following exhibits are incorporated by this reference:

<u>Exhibit</u>	<u>Title</u>
A	The Project
B	The Work; Key Personnel
C	GMP Schedule
D	Project Schedule
E	CMAR's Insurance Requirements
F	Forms of Payment and Performance Bonds
G	Dispute Resolution Procedures

IN WITNESS WHEREOF, City and CMAR enter into this agreement and it shall become effective as of the ___ day of _____, 2017 (the "Effective Date").

CITY OF GLENDALE

Kevin R. Phelps, City Manager

Date: _____

Approved as to Form:

Michael D. Bailey, City Attorney

Attestation:

Julie K. Bower, City Clerk

(SEAL)

MGC Contractors, Inc.,
a Arizona Corporation

By: _____

Randy L. Gates

Its: President

Registrar of Contractors License: -069949

Date: _____

5/3/17

Exhibit A
THE PROJECT

The Arrowhead Water Reclamation Facility (ARWRF) is located west of Loop 101 and north of Union Hills Drive, 8180 West Union Hills. The facility is permitted for and classified as an Arizona Department of Environmental Quality (ADEQ) A+ Reclaimed Water Facility. ARWRF provides tertiary treatment to incoming municipal wastewater and is an end of line plant, with no flow bypass access. ARWRF's permitted capacity is 4.5 million gallons per day (mgd), with 3.0 mgd as the average annual daily flow (AADF). The plant effluent is delivered to lakes in the Arrowhead Ranch Communities or into the aquifer through recharge wells on the ARWRF site and at Oasis WTP.

The ARWRF utilizes a three-train conventional activated sludge, biological nutrient removal (BNR) aeration system, including anoxic zones, followed by six rectangular clarifiers that provide for the secondary treatment. The secondary clarifiers are equipped with HDPE chain and flight sludge collectors. Four of the sludge collection clarifier systems use two shared motor drives, each drive serving two adjacent clarifiers. The ARWRF utilizes DynaSand™ continuous backwash, up flow filters for tertiary filtration, and a Trojan 3000+ UV system for disinfection.

The following is a list of ARWRF Plant Improvements scope of work.

- ⊕ Headworks: Expand the existing Headworks facilities, including a building addition to the east that contains the influent channels, isolation gates, mag flowmeter, ventilation, odor control, screening, grit removal, ancillary equipment and a new electrical room;
- ⊕ Tertiary Filtration: Replace the existing DynaSand™ filters with a "Aqua Aerobics, Inc." Cloth Media Disk Filter system to be constructed in the area of the plant's decommissioned Traveling Bridge Filters. This work also includes filter influent piping/junction box, filter effluent piping/junction box and a filter meter vault.
- ⊕ Plant-Wide Odor Control Systems: Construct new odor control systems plant wide. The existing chemical scrubbers will be replaced with "ECS" bio-trickling filters, followed by activated carbon towers. This work also includes new FAD for the new Odor Control No. 1 and includes a combination of reusing and replacing the existing FAD for the Odor Control No. 2 system.
- ⊕ Secondary Clarifiers: Remove and replace the existing electrical and control systems located in the WAS Pump Station electrical room. Split the current secondary clarifiers 1 & 2 and 3 & 4 from two (2) clarifier drive mechanisms into four (4) individual drives, one for each clarifier;
- ⊕ Plant-Wide Electrical Systems: Replace the existing primary 2,000 Amp service with a new 3,000 Amp service, including improvements to

the APS electrical service to the plant, new Main Distribution Switchgear facility, replacement of the Headworks electrical and control systems and new electrical duct bank system routing from the new MDS facility to the new headworks electrical room.

- € Splitter Box (SB) No. 1: Remove and replace Splitter Box No. 1.
- € Aeration Basin/Bioreactor Structure: Install three new Mixed Liquor Return Pumps & remove & replace the existing aeration basin PVC piping and "Sanitaire" diffuser systems.
- € Non-Potable Water (NPW) Pumping Station: Install a new redundant NPW pump and Variable Frequency Drive (VFD) to match the existing NPW pump;
- € Administration Building Improvements: Remove and replace the flat roof systems, remove and replace the HVAC units and remodel the bathrooms.
- € Miscellaneous Improvements: Paint the existing structure exteriors to match the new facilities constructed, the asphalt paved roads will either be removed and replaced or milled down and replaced with a new 1 ½" wearing surface, place a 2" layer of decomposed granite over the existing decomposed granite locations and exterior lighting improvements

EXHIBIT B

THE WORK

Arrowhead Ranch WRF Plant Improvements GMP Clarifications Dated 3/15/17:

Section A – Project Documents

1. Carollo Engineers 75% drawings and specifications submittal dated October 2016
2. No detail book is included
3. City of Glendale Revised Sample CMAR Construction Contract received in December 2016
4. Kleinfelder Soils Report dated 5/13/15

Section B – Project Milestone Dates

1. Project GMP Finalized and Approved – 3/15/17
2. GMP Contract Executed by the City of Glendale and Notice to Proceed Issued to MGC Contractors – 7/1/17
3. City of Glendale Building Permit Issued – 6/1/17
4. Maricopa County Permit to Construct Issued – 6/1/17
5. APS Power Feed Improvements Completion – 1/31/18
6. Substantial Completion
 - a. The project includes these eight area/facilities:
 - 1) Filters
 - 2) Splitter Box No. 1
 - 3) Secondary Clarifiers/WAS PS Electrical Building
 - 4) Headworks
 - 5) Odor Control
 - 6) Main Distribution Switchgear Facility
 - 7) Aeration Basins
 - 8) Site Work

These eight area/facilities will have their own warranty start date once the facility is substantially complete. At this time the outstanding related retention funds will be available to be released.
7. All facilities will be substantially complete by 7/1/19
8. Final Completion – 9/1/19

Section C - City of Glendale Project Costs:

1. Temporary power consumption costs
2. Construction power consumption costs during system testing, start-up & commissioning
3. Potable and NPW Construction water usage costs
4. Water consumption costs during system testing, start-up & commissioning
5. Building and Environmental permits
6. Chemicals
7. Plant control systems Integration and Programming
8. Blower Building VFDs
9. Blower Building PLCs

10. Maricopa County Testing requirements
11. Soils Report
12. Soils, asphalt & concrete testing
13. Special Inspection Fees
14. City of Glendale Plan Review & Building Permit fees
15. MCDES and ADEQ plan review and permitting fees
16. APS Utility Agreement fees
17. Right of Way and or related construction easement fees
18. The Dumpsters located at the New Headworks building
19. Hazardous waste removal
20. The cabling and equipment for the IP Phone and IP Announcing Horn with Amplifier on sheet 00-N-06

Section D – Project Contingencies:

1. There is a \$150,000 administration building renovation contingency included in MGC's contract
2. There is a \$1,500,000 project contingency for the City to issue change orders to MGC's contract for the following applications:
 - a. Project scope revisions from the October 2016 75% documents to the 100% permitted construction documents.
 - b. Contractor Contingency items as defined in the CMAR construction agreement
 - c. Project scope revisions requested by the City of Glendale
 - d. Exterior lighting improvements

The contingency pricing is to include the following associated indirect costs: Fee, Performance & Payment Bonds, General Liability Insurance, Builders Risk Insurance and Sales Tax.

Section E – City of Glendale Program Costs:

1. The following items are included in the project program costs and are excluded from MGC's contract. The City is responsible to contract or pay for the following project services:
 - a. Material Testing Costs - \$100,000
 - b. Temporary Power consumption costs - \$48,000
 - c. Temporary Water consumption costs - \$36,000
 - d. Environmental Permit Costs - \$100,000

Section F – City of Glendale Personnel & Design Engineer

Inspection Staff Provisions:

The following summary of items will be provided in lieu of the list of items referenced in specification section 01500 - Temporary Facilities and Controls:

1. Single wide trailer
2. Drinking Water
3. Toiletries
4. Desks – 2/each
5. Desk chair – 2/each
6. 30” x 72” tables – 2/each
7. 4 drawer legal cabinets – 4/each
8. 8’-0” foot long book shelves – 4/each
9. Padded folding chairs – 4/each
10. Liquid marker sets – 2/each
11. Waste baskets – 2/each
12. Wireless router – 1/each
13. Desk top computer printer & consumable supplies
14. Conference Room
 - a. 30” x 96” tables – 6/each
 - b. Padded folding chairs – 15/each
15. Fire extinguishers – 2/each
16. First aid kit – 1/each
17. Weekly janitorial service

Section G – Project Exclusions:

1. Process controls programming – by Carollo
2. Project integration – by Carollo
3. Commissioning – joint effort by Carollo/Plant staff
 - a. MGC will provide commissioning support
4. Special inspections – by Carollo
5. Chemicals – by plant operations if necessary
6. Odor control flow elements – Not required per Carollo design
7. Concrete repairs and H2S resistant coatings for existing junction boxes and manhole structures
8. NaOCL storage canopy
9. Polymer system improvements - City of Glendale O & M budget
10. 2nd NPW Pump Replacement - City of Glendale O & M budget
11. Project integrator computers, software, hardware, racks and associated provisions – by Carollo
12. The cabling and equipment for the IP Phone and IP Announcing Horn with Amplifier on sheet 00-N-06

Section H - Division #1 Specifications Clarifications:

1. Liquidated damages for the project are as per MAG
2. The APS utility agreement and associated work will be executed and APS will complete their plant electrical service improvements by no later than 1/31/18.
3. Carollo and the City of Glendale will provide the necessary field services to accommodate all off hour, night, weekend and holiday work to accommodate the project schedule.
4. Specification section 01201 – Payment Procedures is to be revised as follows:
 - a. The Mobilization line item is allowed at 5% of the project costs.
 - b. Demobilization line item is excluded.
 - c. Contractor and subcontractor insurance and bond costs are not included in the mobilization line item and will be included in the pay application as separate line items.
5. Specification Section 01210 Allowances – The current CMAR construction contract does not allow project allowance and this section is excluded.
6. Specification Section 01260 Contract Modification Procedures – Paragraph 1.08 Unit Price Change Order is excluded
7. MGC will provide Carollo with marked up red line record documents at the end of the project. Carollo will incorporate these revisions and provide the City of Glendale an electronic copy of the project record documents.
8. Specification section 01292 Schedule of Values – Paragraph 1.02, section D will be revised to reflect the GMP scope of work.
9. Specification Section 01294 Applications for Payment – Paragraph 1.03, Item A. 5. Is excluded.
10. Specification Section 01312 Project Meetings – Section 1.01, Item A. The eleven meetings reference will be evaluated by the project team to combine and streamline these meetings in the best interests of the project.
11. Specification Section 01324B Progress Schedule and Reports The reference to Cost loading, man loading and resource loading other related division one language related specification references are excluded
12. Specification section 01352 Alteration Project Procedures – The asphalt pavement/curb repairs & replacement and refurbishment of the decomposed granite ground cover will be done in the last 3 months of the project.
13. The City of Glendale Plant Staff will tag all components that are to be salvaged prior to the demolition of the following facilities, including the following equipment/components that are to be salvaged, turned over to the Arrowhead Ranch WRF plant staff. All salvaged items are to include a detailed inventory receipt signed off by the designated plant personnel:
 - a. Odor Control 1: Eyewash, Recirculation pumps, Caustic pumps, PLCs, control panels, instruments, FRP grating and aluminum checker plate
 - b. Odor Control 2&3: Eyewash, Recirculation pumps, Caustic pumps, PLCs, control panels, instruments, FRP grating and aluminum checker plate
 - c. 1985 Influent Pump Station: FRP grating and aluminum checker plate

- d. 1998 Headworks: Mono Rail, VFDs, MCCs, Electrical Panels, PLCs, control panels and instruments.
- e. Blower Building Electrical Room: PLCs & VFDs.
- f. WAS Pump Station Electrical Room: VFDs, MCCs, Electrical Panels, PLCs, control panels and instruments.
- g. Dyna Sand Filter System: PLCs, control panels, instruments, Compressed Air System (5 pieces), FRP grating and aluminum checker plate
- h. 1985 Traveling Bridge System: FRP grating and aluminum checker plate

Unless the specific items are identified to be salvaged by the owner the demolition contractor has the salvage rights to the materials & equipment located within the demolition limits.

Section I – Scope of Work Clarifications:

1. General Items:

- a. The project clarifications included in this document will take precedence over any conflicting items in the contract documents
- b. We have excluded fire suppression improvements at the RAS/WAS pump station electrical room and the existing main electrical building
- c. All security improvements to the facility are excluded
- d. The masonry and stucco wall insulation systems are excluded
- e. The water repellent for masonry walls is excluded
- f. Improvements to the existing polymer systems are excluded
- g. The Ladders into the Tertiary Filter basins are included
- h. The platform material is included for the filter basin is included and will be installed after this facility has been completed
- i. The odor control sump elevation maybe lowered to accommodate the underground foul air duct condensate drain elevations
- j. Specification section 06611, section 2.01: It is acceptable to use epoxy anchor bolts in lieu of cast in anchor bolts to attach weirs and similar applications
- k. The below the line allowance (included in City's program budget) of \$100,000 for material testing is included for quality assurance/quality control testing and the contractor compliance testing
- l. The construction management plan included in the CMAR construction contract paragraph 6.3(A) (3) (a) deliverables for items: (vi) Safety and training programs; (vii) Construction quality control and (viii) Commissioning program are to be included in paragraph 6.3(A) (3) (b)
- m. The 1998 headworks facility improvements include:
 - iii. The existing stucco walls are to be patched to match the structure addition
 - iv. The exterior of the building is to be painted to match the building addition
- n. Headworks Facility:

- i. We have included painting on the walls and ceiling in the roll-off container area.
- ii. We have included painting of the ceiling in the Headworks electrical room.
- iii. Existing concrete driveway/apron on the north side of the 1998 Headworks building will be removed and replaced to match the driveway in front of the Headworks building addition.
- iv. The man door replacement into the electrical room as shown on 15-D-03 and 15-A-04 is excluded.
- v. The Headworks fire suppression system includes two separate fire risers, one for the electrical room and one for the screens room. These will be fed through a common header from the East side of the building with the risers on the exterior.
- vi. Sheet 15-M-02 shows a stop plate located between the 1998 and headworks addition, this stop plate has been deleted and new slide gate has been included at the headworks addition effluent channel
- vii. The headworks addition drainage piping is included as 401 lined ductile iron pipe.
- viii. Specification Section 06611 – FRP Stop Plates: The FRP stop plates have been excluded and they are being replaced with six stop log guides and two stop logs at the headworks bar screen channel.
- ix. Sheet 15-D-01:
 - 1. Section A, the existing aluminum stairwell will be removed during the demolition phase and will be re-installed at the same location.
 - 2. Section A, the demolition and removal of the ladder located in the grit dumpster area
 - 3. Section B, we have included a gasketed 1/4" aluminum checker (gasket) to cover the abandoned washer compactor deck opening.
- x. Sheet 35-D-01 scope of work is included:
 - 1. Remove & reinstall the aluminum stairway (including a concrete stair landing)
 - 2. Remove & re-install all re-usable components from the platform walkway assembly located between SB No. 1 & the aeration basins.
- xi. Specification Section 13238A – Aluminum Covers: This scope of work has been excluded.
- xii. Specification section 08110: The requirement for galvanized doors & frames has been included as primed steel.
- xiii. Specification section 08332:
 - 1. The seismic design requirements for the coiling door anchorage and support components are excluded.

2. The insulation requirements for north facing doors is excluded.
 - xiv. Specification section 08710: The City of Glendale will take the lockset cores and provide the final keying provisions.
 - xv. Specification section 04055, section (3.05 B.) the training requirements for adhesive anchors/all thread is excluded.
 - xvi. Specification section 04200, section (3.02 S.) the anti-graffiti coating requirements is excluded.
 - xvii. Specification section 05290: The training requirements for mechanical anchors is excluded.
2. WC1-1 Disk Cloth Filters:
 - i. The City of Glendale selected the Aqua Aerobic Disk Cloth Filter System
 - ii. TCL 2" Flanged Ball valve with a RCI RECL-005L actuator are included for the backwash systems
 - o. The backwash piping systems located in the pump gallery are included as PVC.
 - p. Specification Section 11243, paragraph 2.02.A.10. Backwash rate: It is acceptable for the backwash rate to be 130 gpm per backwash pump or 260 gpm per filter
 - q. Specification Section 11243, paragraph 2.05.B.3.a: It is acceptable to reduce the center tube to 3/16" thick 304 stainless steel
 - r. Specification Section 11243, paragraph 2.05.B.4.a: All fasteners are to be 304 stainless steel and tellurium copper is not acceptable
 - s. Four service trips are included for the first two years of the disk filter system operation.
 - t. Aqua Aerobics service representatives are located in Rockford, IL. Additional field service trips (includes travel costs, lodging, meals, incidentals and one full day on site) requested will be done at an added cost of \$3,720. If the additional service trip extends beyond one day, each additional day will be an add cost of \$1,200/day.
 - u. The 100% drawings are to include the revisions for sheets 70-M-001 & 002 as per Aqua Aerobics marked up drawings dated 12/9/15
 - v. The Tertiary Filter canopy is included to cover the entire filter basin
3. WC1-2 Odor Control Systems OC-1 & OC-2:
 - i. The City of Glendale selected ECS for the Odor Control systems.
 - ii. All existing underground FRP ductwork and above grade vertical sections are to be abandoned in place
 - iii. The underground FAD piping does not include concrete encasement.
 - iv. The height of ECS's Bio-trickling filter vessels - 26'-0" +/- & Carbon vessels - 15'-0" +/-.
 - v. Ten Field service trips are included for the first two years of the Odor Control systems operation.

- vi. Additional or Reduced number of field service days (one full day on site, includes travel costs, lodging, meals & incidentals) requested will be done at add/deductive cost of \$1,200/day.
- vii. Three 24" diameter dampers are excluded from the OC-1 system
- viii. Four 24" diameter dampers are excluded from the OC-2 system
- ix. The ladder & railing requirements for the carbon towers are excluded
- x. An emergency shower/eyewash has been included at OC-1.
- xi. At the OC-1 and OC-2 drainage sumps we have included a precast polymer manhole in lieu of chemical resistant coated concrete sump pit
- xii. The chemical resistant coating at OC-1 and OC-2 is excluded.
- xiii. The OC-2 drainage sump is included as per the OC-1 design.
- xiv. The underground foul air ductwork has been included as traffic rated FRP and concrete encasement of this ductwork is excluded.
- xv. The orientation of the Odor Control #2, FAN-01 discharge is included as being reversed.
- xvi. The dampers at the Odor Control systems has been reduced as follows: 1. Three dampers have been deleted between the fans and mist eliminators at OC #1, 2. Two dampers from the same positions at OC #2, 3. Two dampers have been eliminated on the common header between the fans and the carbon tower at OC #2.
- xvii. One nutrient tank will be provided to feed both towers on OC-1.
- xviii. Flex connections have been included for all below-grade to above-grade structure connections of foul air ductwork.
- xix. Depending on existing conditions encountered, the OC sumps may need to be lowered to accommodate condensate drains for lowered ductwork.
- xx. The odor control system drainage design is included as per the ECS schematic layout and ABS piping is included for all drain piping.
- xxi. A 1/4" neoprene pad is to be placed beneath the FRP tanks
- xxii. A NPW line is included for the OC-1 water supply

4. WC1-3 Bar Screens Link Driven:

- i. The City of Glendale selected the Duperon Link Driven Bar Screen System
- ii. The Unitronics V350 controls package scope of supply is as follows:
 - i. Replaced Modicon M580 and Magelis HMI with Unitronics V350
 - ii. Delete surge protective device
 - iii. Delete Ethernet switch and Ethernet based SCADA
 - iv. Delete Modicon spares
 - v. Delete additional engineering required for programming and testing the M580 and system integration
- iii. Controls Package, FlexRake
 - i. Main fusible disconnect for incoming 460V/60Hz/3ph power
 - ii. Wall mount NEMA 12 painted carbon steel enclosure
 - iii. Enclosure to be:

1. Located indoors in non-hazardous area within 80 ft of the equipment
 2. Located in a temperature controlled environment
- iv. Enclosure to include equipment
- i. (1) FlexRake with 1/2HP motor driven by Allen Bradley PowerFlex 40 VFD
- v. PLC Based logic to include
- i. (1) Unitronics V350 with built in color, touch screen HMI, (human-to-machine interface)
 - ii. UPS
 - iii. Pilot lights, push buttons and selector switches on front door
 - iv. Alarm beacon and horn
 - v. Terminal blocks, ETMs, breakers, and relays where required
 - vi. Hand-Off-Auto selector switch uses PB station in Hand mode
 - vii. Hard contact SCADA Interlock(s) Run, No Fault, Auto, High Level, Remote start
 - viii. Differential level controls with back up cycle timer
 - ix. Adjustable on/off cycle timers
 - x. Machine runs when differential/upstream level is above set point, remote start or run timer is active then it will speed up based on size of differential/upstream level
 - xi. Line reactors
 - xii. Heater, fan, thermostat
 - xiii. Pulsar Ultra 3 Ultrasonic level transmitter
- vi. Instrumentation
- i. Differential Level Control
 - ii. (2) Pulsar Ultrasonic Level Transducers (transducers must be installed at least 1.00 foot above the highest anticipated water elevation)
 - iii. Local control for the equipment mounted devices
- vii. (1) Three Button PVC coated NEMA 7/9 Enclosure for E-Stop, Jog-Reverse and Forward
- viii. Controls clarifications and exceptions:
- i. This controls scope varies from specification
 - ii. The scope of work includes the controls as indicated above
- ix. Ten service trips are included for the first two years of the Bar Screen systems operation.
- x. Additional or Reduced number of field service days (one full day on site, includes travel costs, lodging, meals & incidentals) requested will be done at add/deductive cost of \$3,000/day.
- xi. Carollo/Black & Veatch are the project integrators and the Link Driven Bar Screens programming and instrumentation components will be coordinated through MGC's project staff

5. WC1-4 Washer Compactor

- i. The City of Glendale selected the Huber Washer Compactor System

6. WC1-5 Slide gates & Stop Logs:
 - i. The City of Glendale selected Whipples slide gates and stop logs.
 - ii. The Removal and replacement of the two (SG10-24) sluice gates located at the bifurcation station is included
 - iii. All Gate Motor operators have been deleted
 - iv. Specification Section 11298B Stop Plates are excluded.
 - i. Stop Logs are included in lieu of the stop plates at the headworks channel
 1. Six stop log guides are included at the bar screen channels
 2. Two stop logs are included
 - ii. At Splitter Box No.1 3'-0" x 6'-0" weir gates are included in lieu of stop plates
 - iii. All additional references to stop plates are excluded
7. WC1-6 Off-site fiber optic duct bank system:
 - i. Provide and install the Fiber optic duct bank from Loop 101 to the electrical vault located west of the plant entrance gate as per Carollo fiber optic drawings dated 11/12/15 (9 sheets)
 - i. Includes a City of Glendale Handhole per Carollo drawings.
 - ii. To include the Headworks conduits included in items No. 1 & 2) on the south side of the south access road west of the 1985 headworks facility.
 - ii. The Administration building fiber optic duct banks is included as per 6/16/16 Revision
 - i. Provide and install the Fiber optic duct bank from the headworks addition to the administration building (The costs for providing, pulling and the fiber cable terminations are excluded)
 - ii. This duct bank starts at the manhole mentioned in 2.b. and connects to the existing vault located northwest of the entrance gate. These conduits will be placed in a common trench as item No. 1 listed above. In the future this duct bank will cross the south access road and tie into the new headworks electric building.
 - iii. This duct bank is to include four – 4" conduits with four – 1" interducts each. The 1" innerducts are to be SDR11 orange smooth wall.
 - iii. The duct bank encasement requirements are as follows:
 - i. The duct bank starting at the Loop 101 up to the east side of the Headworks manhole is to be encased in a ½ sack concrete slurry.
 - ii. The duct bank routing from the west side of Headworks fiber optic manhole to the electrical vault located northwest of the entrance gate is to be encased in 2500 psi red colored concrete and entrance road crossing is to be reinforced as per Carollo typical road crossing
 - iv. Provide, pull, terminate & test fiber optic cable as per MPI Agency Review with Ludvik Hand Marked Revisions 6/16/16 Drawings (No date) and Testing Criteria dated 7/27/16
 - i. Provide and install fiber optic hardware as per 5/18/16 revisions
 - ii. Provide and install fiber optic testing as per 7/27/16 revisions

8. WC1-7 Demolition Environment Survey:
 - i. Ninyo and Moore will be conducting the demolition and environmental survey for the scope of work described in WC2-10 below.
9. WC1-8 Administration Building Elastomeric Membrane Roofing:
 - i. Improvements to the existing clay tile roofing system are excluded
 - ii. The existing flat roof system is to be removed and replaced.
10. MGC Contractors will be self-performing the following scope of work for a lump sum amount of \$6,654,056:
 - i. WC2-10 Demolition:
 - i. The 1985 Headworks Facility:
 1. Install concrete plugs at the abandoned influent and effluent pipe openings to the facility.
 2. Wash down and clean the 1985 abandoned headwork channels.
 - ii. 1998 Headworks
 1. Demolition & removal of the 1998 Headworks mechanical equipment system and the FRP grating & supports.
 - iii. 1985 Influent pump station
 1. Demolition & removal of the screw pumps, FRP covers, aluminum grating and supports
 2. Install concrete plugs at the influent pipe openings located on the south end of the pump station
 3. Install concrete plugs at the effluent pipe openings located on the north end of the pump station
 4. Backfill the structure
 - iv. Splitter Box No. 1
 1. The following items are to be disassemble, stored and re-installed:
 - 1) Aluminum stair and railing
 - 2) Automatic sampler
 - 3) FRP walkway and associated supports
 2. Backfill structure to match adjacent grade
 3. The existing PW, NPW & drain lines are included to be cut & capped 5'-0" beyond the footprint of the existing structure
 - v. Odor Control No. 1, 2 & 3
 1. The existing PW, NPW & drain lines are included to be cut & capped 5'-0" beyond the footprint of the existing structure
 2. Backfill structure to match adjacent grade
 - vi. Traveling Bridge Filters
 1. The existing PW, NPW & drain lines are included to be cut & capped 5'-0" beyond the footprint of the existing structure
 2. Backfill structure to match adjacent grade
 - vii. Dyna Sand Filters

1. The existing PW, NPW & drain lines are included to be cut & capped 5'-0" beyond the footprint of the existing structure
 2. Backfill structure to match adjacent grade
- ii. WC2-11 Earthwork & Yard Piping:
- i. Includes labor, material & equipment for the project's earthwork scope of work.
 - ii. Includes labor, material & equipment for the project's yard piping scope of work except the following:
 1. Purchase of yard piping materials (manholes, pipe, valve, fittings and appurtenances)
 2. Purchase of the foul air yard piping materials (condensate drain vault materials, FRP piping, dampers, fittings and appurtenances)
- iii. WC2-12 Asphalt Paving:
- i. Includes labor, material & equipment for the following asphalt paving scope of work.
 1. Remove the existing asphalt paving and aggregate base course material
 2. Scarify and recompact the top 8" of the existing subgrade
 3. Place and compact the new aggregate base course layer
- iv. WC2-13 Concrete
- i. Includes labor, material & equipment for the project's concrete scope of work except the following:
 1. Rebar Subcontractor
 2. Concrete Materials
 3. Curb & gutter
 4. Concrete aprons & paving
- v. WC2-15 Structural steel, miscellaneous metals, floor access doors and roof hatches:
- i. Includes labor, material & equipment for the project's structural steel, miscellaneous metals, roof hatches and floor doors:
 1. Purchase of structural steel, miscellaneous metals, roof hatches and floor doors.
 2. Erection of the structural steel and canopy.
- vi. WC2-27 Process Piping
- i. Includes labor, material & equipment for the project's process piping scope of work except the following:
 1. Purchase of process piping materials (manholes, pipe, valve, fittings and appurtenances)
 - ii. Includes labor, material & equipment for the installation of the project's process mechanical equipment for the following process equipment systems:
 1. WC1-1 Disk Cloth Filters: Aqua Aerobics
 2. WC1-2 Odor Control Systems OC-1 & OC-2: ECS

3. WC1-3 Bar Screens Link Driven: Duperon
4. WC1-4 Washer Compactor: Huber
5. WC1-5 Slide gates & Stop Logs: Whipps
6. WC2-21 Vertical Short Setting Centrifugal Pumps: Fairbanks Morse
7. WC2-22 Submersible Axial Flow Propeller Pumps: Flygt
8. WC2-23 Grit Classifier: John Meunier
9. WC2-24 Mechanically-Induced Vortex Grit Removal Equipment: John Meunier
10. WC2-25 Rectangular Secondary Clarifier Drive Modifications: Evoqua
11. WC2-26, Coarse Bubble Aeration System: Sanitaire
12. WC2-26A – Aeration Basin PVC piping and diffuser system replacement: Sanitaire

vii. WC2-30 Electrical, Instrumentation & Controls:

- i. Includes the following labor, material & equipment for the Electrical, Instrumentation & Controls scope of work:
 1. Duct bank excavation and backfill
 2. Excavation and backfill for off-site fiber optic improvements
 3. Place slab and erect main switchgear building
 4. Provide fuel and support for electrical MOPOs

11. WC2-9 General Works/General Requirements

- i. The City will provide MGC Contractors with security access cards to facilitate construction personnel, material & equipment deliveries to the plant site.
- ii. MGC will provide the items included in Exhibit E for the City of Glendale personnel and the Carollo/Black & Veatch Contract Administration team.
- iii. MGC's field staff will coordinate the following provisions with the plant operations staff:
 - i. Construction Trailer location
 - ii. Temporary power tie in location
 - iii. Potable water tie in location
 - iv. Sewer line tie in location
 - v. Phone & internet tie in locations
 - vi. Construction yard location
 - vii. Construction staging area locations
 - viii. Construction access road locations
 - ix. Backfill stockpile locations
 - x. Employee parking locations
 - xi. NPW tie in location for our construction water tower
 - xii. Use of the existing NPW yard hydrants

12. WC2-10 Demolition:

- i. The structures being removed are included for the electrical & control wiring to be disconnected from the connecting panel and all wiring is to be removed.
- ii. The 1985 Headworks Facility:
 - i. Install concrete plugs at the abandoned influent and effluent pipe openings to the facility.
 - ii. Wash down and clean the abandoned headwork channels
 - iii. Remove the existing electrical and control panels that will be no longer in use.
 - iv. The plant staff will repurpose this facility to storage building.
- iii. The 1985 Influent Pump Station Facility
 - i. Demolition & removal of the concrete structure to the elevation 1241.15
 - 1) It is acceptable to use concrete demolition debris for backfill material
 - ii. Demolition and removal of all existing mechanical, piping and electrical components
 - iii. The existing fiberglass grating and beams are being removed
 - iv. Install concrete plugs at the influent pipe openings located on the south end of the pump station.
 - v. Install concrete plugs at the effluent pipe openings located on the north end of the pump station. To accommodate future rain water drainage we have included four 12" diameter concrete cores through the mat foundation to the subgrade elevation & or similar provisions achieved through demolition & removal of the concrete foundation.
 - vi. The demolition area is to be backfilled to finish grade elevation
- iv. The 1998 headworks facility improvements include:
 - i. Demolition & removal of the structure starting at elevation 1241.15, Including all associated mechanical, piping and electrical components
 - ii. The existing fiberglass grating and beams are being removed
- v. Splitter Box No. 1
 - i. Installation of Bypass Flow System 2
 - ii. Demolition and removal of the concrete structure
 - iii. The following items are to be disassembled, stored and re-installed:
 1. Aluminum stair and railing
 2. Automatic sampler
 3. FRP walkway and associated supports
- vi. Odor Control No. 1 and No. 2 & 3
 - i. The City of Glendale will drain and dispose of all chemicals from these systems.
 - ii. The city will have the media located in the chemical scrubber tested to determine if this material considered hazardous from the chemical residue. If so it will be removed and disposed of by the City of Glendale

- iii. There are 22,000 lbs. of carbon included to be removed and disposed of off-site. The city will have the carbon tested to determine if this material considered hazardous. If so it will be removed and disposed of by the City of Glendale.
- iv. The electrical duct banks & pipelines will be cut, capped and as-built 5'-0" beyond the foot print of these facilities.
 - 1. The electrical wiring to these facilities will be removed back to the originating electrical or control panel
- vii. Traveling Bridge Filters
 - i. The demolition area is to be backfilled to finish grade elevation
 - ii. The demolition and removal of the concrete slab located west of this structure is included.
- viii. Dyna Sand Filters & Air Compressor Building
 - i. The demolition area is to be backfilled to finish grade elevation
- ix. 1985 influent pump station, Splitter Box No. 1, Odor Control No. 1, 2 & 3, traveling bridge filter and Dyna Sand Filter areas are to be backfilled to the adjacent existing grade with a 2" layer of decomposed granite.
- 13. WC2-11 Earthwork & Yard Piping:
 - i. The existing FI Box & FI Piping are included to tie into the new disk filter system
 - ii. The underground piping demo limits include cut, cap and make safe to accommodate the plant improvements
 - iii. The piping slurry shown on sheet O2-C-06 for the abandoned pipelines and manholes is excluded.
 - iv. The Filter flow meter structure is included as a precast assembly in lieu of cast in place concrete
 - v. The Bypass No. 1 system is included as shown on sheet O2-C-06
 - vi. On sheet O2-C-06 we have included the following revisions:
 - i. The following two 8'-0" diameter manholes are excluded:
 - 1. Delete the new 8'-0" diameter manhole located east of the Bifurcation Structure.
 - 2. Delete the new 8'-0" diameter manhole located east of the 1985 headworks.
 - ii. We have included the one 6'-0" diameter manhole and three 8'-0" diameter manholes as Polymer concrete manholes in lieu of T-Lock lined precast concrete manholes
 - iii. H2S resistant improvements to existing manholes and junction boxes are excluded.
 - iv. We have included the 24" SAN line located NE of the new headworks and connecting to the 8'-0" diameter manhole located east of the 1985 headworks facility as Hobas piping in lieu of PVC lined RCP or T-Lock linings.
 - v. We have included the 42" Primary Influent lines as Hobas pipe in lieu of PVC lined RCP or T-Lock lined.

- vii. The balance of the new manholes are included as precast.
 - viii. Specification Section 15052 – Buried Ductile Iron Pipe: We have included restrained joint pipe in lieu of the mechanical joint pipe referenced in this specification
 - ix. Specification Section 15052 – Buried Ductile Iron Pipe: The cement mortar lined limits for this piping is from the new headworks facility to the Aeration basin
 - x. We have included the removal and replacement of the two 6” RAS plug valves located on the south side of Secondary Clarifier No.1.
 - xi. Native material is acceptable as backfill material.
 - xii. At the completion of the project a 2” layer of decomposed granite is to be placed over the existing decomposed granite locations located on site.
 - xiii. 2017 Headworks Facility Addition Includes the following:
 - i. Removal & replacement of the existing concrete apron conflicting with addition footprint
 - ii. Demo and removal of existing I&C manhole. Wiring will be pulled back to manhole located directly east of this manhole
 - xiv. The existing underground pipelines located under the footprint of the headworks addition are not to be removed
 - xv. The Odor Control No.1 and No. 2 yard piping routing is included generally in accordance with the MGC drawings dated December 2016 as agreed to by MGC, Carollo and B&V
 - xvi. The new FI & FE piping systems plug valves are excluded
14. WC2-12 Asphalt Paving
- i. Mill and overlay the existing asphalt paving with a 1 ½” wearing course on the locations that are not shown to be replaced on sheets O2-C-01, 02, 03, 04 & 05.
 - ii. The new paving locations are to include the following:
 - i. Remove the existing asphalt paving and aggregate base course material
 - ii. Scarify and recompact the top 8” of the existing subgrade
 - iii. Place and compact the aggregate base course layer
 - iii. The lagoon civil and asphalt paving improvements referenced on sheets O2-C-01, 04, 05, 08 & 10 are excluded.
15. WC2-13 Concrete
- i. The new Splitter Box #1 deck is included as a cast in place concrete assembly in lieu of the specified aluminum cover system
 - i. The underside of the concrete deck includes H2S resistant coating system
 - ii. Four 2’-0” x 2’-0” access hatches are included
 - ii. We have included an inverted keyway in lieu of a starter wall at water containing structures
 - iii. The following concrete finishes have been included:

- i. Slab on grade
 1. Building surface are included as a hard trowel finish
 2. Tank slabs & or water bearing locations are included as a float finish
- ii. Walls
 1. Backfilled walls include only patched tie holes.
 2. Water bearing walls are included from 1'-0" below low water level – Patch tie holes, knockdown fins exceeding 1/4"
 3. Walls visible to public view are included from 1'-0" below low water level to & including the wall top and from 1'-0" below the finish grade to & including the wall top - Patch tie holes, knockdown fins to 1/8" or less
 4. Stucco Finish exterior walls - Patch tie holes, knockdown fins exceeding 1/4"
- iii. Decks
 1. Interior and exterior deck surfaces are included as either a hard trowel finish or broom finish.
 2. Underside of decks in submerged locations – Remove nails, wire & miscellaneous formwork debris.
 3. Underside of decks in non-submerged locations – Remove nails, wire, miscellaneous formwork debris and knock down fins exceeding 1/4".
 4. Stair surfaces are to receive a broom finish
- iv. Specification section 03102 is included with the following revisions:
 - i. Section 3.03: Paragraph A.1.b. – Includes the 24-hour duration revised to 16 hours.
 - ii. Section 3.03: Paragraph A.2.a. – Includes the 24-hour duration to revised to 16 hours.
 - iii. Section 3.03: Paragraph A.2.c & d. – Includes that once the concrete strength reaches 65% of design strength.
 - iv. Section 3.03: Paragraph A.2.e. - Item "e" is excluded.
- v. Specification section 03300: is included with the following revisions:
 - i. Section 1.05 O & 1.07 A - Weather data monitoring or reporting for concrete placement or otherwise is excluded.
 - ii. Section 1.05 & 2.04 – The trial batch mix designs requirement is excluded.
 - iii. Section 1.07, paragraph 2 & 3 – These paragraphs are excluded
 - iv. Section 3.01, paragraph C.3.b. - Paragraph b is excluded
 - v. Section 3.01, paragraph C.4.a. – It is acceptable to pour the mat foundation for the Disk Filter Foundation in one monolithic pour.
 - vi. Section 3.01, paragraph H.2. – Includes the CMAR may backfill earlier if they provide structural calculations from a 3rd party

structural engineer validating that is acceptable based on the current redi mix strength.

- vii. Section 3.01, paragraph I.1.b. – Revise the 50-degree temperature requirement to 40 degrees.
- viii. Section 3.01, paragraph I.1.c & d. - These 2 paragraphs are excluded. Any remaining curing residue is to be removed in these applications
- vi. Specification section 03300: is included with the following revisions:
 - i. Section 2.02, Paragraph A - This cement grout is to be placed only at where the existing slab on grade meets the bottom of wall in a water containing structure.

16. WC2-15 Structural steel, miscellaneous metals, roof specialties, floor access doors and roof hatches:

- i. The City has selected Bilco floor access doors and roof hatches.
- ii. All aluminum railing is included with kick plates.
- iii. Sheet 15-A-02:
 - i. On Section A, the existing aluminum stairwell is going to be removed during demolition and re-installed at the same location
 - ii. Expansion joint detail/cover requirements have been included between the 1998 headworks structure and the headworks structure addition.
- iv. It is acceptable to provide alternate aluminum railing radius if it is compliance with the City of Glendale building safety requirements
- v. The Filter canopy decking is included as a galvanized metal roof deck
- vi. 1998 headworks channels include:
 - i. Removal of the existing fiberglass grating and beams and they are to be replaced with new beams and 1/4" SS checker plate
 - ii. The existing channel ledger angles include the installation of a solid filler piece to accommodate the checker plate thickness in lieu of the existing FRP grating.
- vii. Specification section 05310:
 - i. Section 2.03, Paragraph H. - The requirement to emboss the underside of the steel decking with "stucco textured finish" is excluded.
- viii. Specification section 05500:
 - i. Design requirement by Contractor or Supplier is excluded
 - ii. Section 2.01, paragraph E.2.g. – Or equal railing systems are acceptable
 - iii. Section 3.02, paragraph D.2.g. - Includes core drilling the railing post locations and grouting the opening with a pour rock material is acceptable.
 - iv. Section 2.02, paragraph C – This paragraph is excluded

17. WC2-20 Painting & coatings:

- i. All existing structure exteriors are to be repainted as follows:
 - i. Including door assemblies and window frames
 - ii. Including wall tops and parapet walls.
18. WC2-21 Vertical Short Setting Centrifugal Pumps
 - i. The City has selected Fairbanks Morse centrifugal pumps
 - ii. Replacement of the existing NPW pump is excluded and this will be addressed in the City's maintenance plan.
19. WC2-22 Submersible Axial Flow Propeller Pumps and Aeration Basin Improvements:
 - i. The City has selected Flygt Propeller MLR pumps.
 - ii. The installation of the new MLR pumps are based on connecting to an existing 18" flanged spool piece that extends through the adjacent concrete wall
 - iii. The installation of the new MLR pumps are based on connecting to an existing 18" flanged spool piece that extends through the adjacent concrete wall
 - iv. The City has selected Sanitaire for the PVC piping and diffuser replacement
 - v. The removal and replacement of the existing PVC piping and diffuser system located in Aeration Basins No. 1, 2 & 3 is included to be removed and replaced.
 - vi. The aeration basins are to have the existing solids material removed from the basins and hauled off site. The quantity is based on each basin having a 2'-0" average depth of solids material.
20. WC2-23 Grit Classifier
 - i. The City has selected John Meunier grit classifier
21. WC2-24 Mechanically Induced-Vortex Grit Removal Equipment
 - i. The City has selected John Meunier grit removal equipment
22. WC2-25 Rectangular Secondary Clarifier Drive Modifications
 - i. The has selected Evoqua clarifier drives.
23. WC2-26 Coarse Bubble Aeration System
 - i. The City has selected Sanitaire for the Coarse Bubble Aeration at splitter box No. 1
 - ii. The City has selected Sanitaire for the PVC piping and diffuser replacement
24. WC2-27 Process Piping
 - i. The City has selected the following manufacturers for the project:
 - i. Specification Section 15112 – Butterfly Valves: DeZurik
 - ii. Specification Section 15116 – Plug Valves: DeZurik
 - iii. Specification Section 15122 – Fire Hydrants: (Mueller Centurion Model 423 or Waterous Pacer-250)
 - ii. The City has selected NY Blower for the Headworks foul air supply fan
 - iii. We have included a generic sump pump at the Filter pump gallery.
 - i. The 2" or less discharge line ties into the plant drain system.

- iv. Sheet 55-M-01: Includes disconnecting all electrical provisions & remove wiring back to associated panels for the following: 1. Scum actuators, 2. Spray wash system. The demolition of the spray wash system & scum actuator are by plant staff
- v. Sheet 80-M-02: The installation of the duplex strainer is excluded.
- vi. Specification section 15430: We included one emergency eyewash/shower at the OC-1.

25. WC2-28 HVAC systems, ductwork, Louvers & controls:

- i. The City has selected Carrier for the Headworks and Administration building air conditioning units
- ii. The existing swamp cooler located at the administration building is not to be replaced. This roof opening is to be infilled and covered to match the existing framing members and deck sheeting.

26. WC2-29 Fire Protection system

- i. New electrical building includes a Pre-Action Sprinkler System (13940A Specification)
- ii. 2017 headworks building lower level and structure addition lower & upper level includes an Automatic Wet Sprinkler System (13930 Specification)
- iii. 2017 Headworks electrical room includes a Pre-Action Sprinkler System (13940A Specification)

27. WC2-30 Electrical, Instrumentation & Controls:

- i. The City has selected the following manufacturers for the project:
 - i. Specification Section 13561: Panel Mounted Instruments – Allen Bradley
 - ii. Specification Section 13562A: FLOW INSTRUMENTS - IN LINE MAG FLOW METERS – Endress
 - iii. Specification Section 13562B: FLOW INSTRUMENTS INSERTION MAG FLOW METERS - Micrometer
 - iv. Specification Section 13563: PRESSURE AND LEVEL INSTRUMENTS - FLOAT SWITCHES – Siemens or Contegra
 - v. Specification Section 13563: PRESSURE AND LEVEL INSTRUMENTS - PRESSURE SWITCHES – Ashcroft, Barksdale, Dywer/Mercoid, ITT/Neodyn or S.O.R.
 - vi. Specification Section 13563: PRESSURE AND LEVEL INSTRUMENTS - PRESSURE GAUGES - Ashcroft
 - vii. Specification Section 13564: PROCESS ANALYTICAL INSTRUMENTS - GAS DETECTORS - MSA
 - viii. Specification Section 13566: MISCELLANEOUS INSTRUMENTS - MILLIAMP CALIBRATOR – Fluke
 - ix. Specification Section 13566: MISCELLANEOUS INSTRUMENTS - PRESSURE CALIBRATOR – Fluke

- x. Specification Section 13566: MISCELLANEOUS INSTRUMENTS - MULTI-FUNCTION INSTRUMENT CALIBRATOR - Fluke
- xi. Specification Section 16125: Electrical Equipment Enclosure - Atkinson
- xii. Specification Section 16150: Adjustable Frequency Drives - Square D
- xiii. Specification Section 16220: Common Motor Requirements for Process Equipment - Square D
- xiv. Specification Section 16346A: Service Entrance Low-Voltage Switchgear - Square D
- xv. Specification Section 16346B: Low-Voltage Switchgear - Square D
- xvi. Specification Section 16425: Switchboards - Square D
- xvii. Specification Section 16480: 600 Volt Class Motor Control Centers - Square D
- xviii. Specification Section 16723: Fire Protection and Signaling System – Johnson Controls
 - 1. We have included \$183,200 for the Johnson Controls system. The option of integrating a Climatec System with the existing Johnson Controls system is being assessed & priced up accordingly. If the City decides to proceed with Climatec in lieu of Johnson Controls a change order will be issued accordingly.
- ii. Electrical manholes/handholes are included as precast
- iii. Sheet 02-E-05: The electrical conductors from the new switchgear MDS1 to BB1 and BB2 includes splicing to the existing conductors in Manhole NMH-1 and extending them to MDS1. The removal and replacement of the existing electrical conductors is excluded.
- iv. The Generator system design scope of work has been included as follows:
 - i. The new breaker and control modifications to paralleling switchgear are excluded.
 - ii. The MDS1 emergency feeders and duct bank includes connections to the generator breakers.
 - iii. The replacement of the conduit, wiring and controls to the existing generators and fuel systems is included as necessary to remove the existing paralleling switchgear components.
 - iv. Revisions to the existing power to the generators, such as relocations or stands for equipment mounted to the side of the paralleling switchgear.
 - v. The demolition and removal of the existing paralleling switchgear and associated exposed conduits, electrical wiring and control wiring is included.
- v. The improvements to the existing site lighting systems is excluded. This scope of work will be addressed in the owner's contingency.

- vi. We have included the usage of the existing plant standby generators for temporary power during the primary utility service cut-overs.
 - i. An additional standby generator system will be provided as a backup.
- vii. Carollo/Black & Veatch are to provide all project programming and integration
- viii. There is a discrepancy between drawings 00-N-04 and the conduit diagram on 92-E-24 regarding the fiber cabling from the UV Network rack and the Cloth filters. We have included a 6-strand fiber cable from the UV Network rack to each of the Cloth filter control panels 1, 2, and 3. (FULL DEMOLITION IS NOT INCLUDED)
- ix. Drawings 00-N-06 indicates a new 36-strand fiber cable to be routed from the new Headworks network rack to the Administration network rack. We have included a 2" conduit from the Headworks network rack, through duct bank sections 21 and a portion of 22, to an existing fiber communications manhole which contains spare conduits back to the Administration building, for this fiber optic cable.
- x. We have included the Electrical Equipment Enclosure as "painted steel" and have excluded the "NEMA 4X Watertight and Corrosion resistant" (Section 16125-2.01.A.1.a.) as Atkinson does not provide this assembly.
- xi. The conduit and conductors between the APS transformers to the Service Entrances Sections are included as follows:
 - i. We have included the empty conduit
 - ii. APS is to provide, install and terminate the conductors (no conductors have been included in conduit runs MSD1-6 and MSD1-7 drawing 92- E-01).
- xii. Duct bank Section 14 on drawing 99-E-08 shows only (1) 3" conduit each for circuit designation BB1:1 (Duct #21) and BB2:1 (Duct #22). The Single-Line drawings 92-E-01, 92-E-12, and 92-E-13, circuit designations BB1:1 and BB2:1 requires (4) 3" conduits each. We have included (4) 3" for each.
- xiii. Design clarifications per 11/30/2016 conversation with B&V:
 - i. Drawings 00-N-07 and 92-N-01 shows a "Data Link" between the new switchgear MDS1 PLC to the plant network however no conduits are shown on the Electrical drawings for this connection. We have included a 6-strand fiber cable, routed through one of the designated "spare" conduits in duct bank Section 14 to manhole NMH-1, then from NMH-1 through an existing I/O conduit to the network rack within the existing electrical building for this connection.
 - ii. The incoming conductors from SES #1 (MDS1-1) and SES #2 (MDS1-2) to Switchgear MDS-1 and the description on drawing 92-E-01 show MDS-1 to be "3- wire" unit with no neutral. The incoming conduits to MDS-1 from the Generator Switchgear and feeders to panel DP-2 however show neutral conductors to be required. As such, we have included switchgear MDS-1 as "4-

- wire” and have added a neutral conductor to all conduits between the SESs and MDS-1.
- iii. Drawing 92-N-01 shows signals between the PLC within the MDS-1 enclosure to the existing Generator Switchgear however no conduits or conductors are shown on the electrical drawing for this connection. We have included a 2” conduit with conductors for this connection.
 - iv. There is a conflict within Section 16346A regarding SES #1 and SES #2. Sub Section 2.03.B.1 calls for the units to be “non-walk-in NEMA Type 3R”. Sub Section 1.02.F.1 calls for the SES units to be per UL1558 which is only available in a “walk-in” enclosure. We have included a UL 891 listed Switchboard (in lieu of the UL 1558 Switchgear) with the draw-out Switchgear style breakers, rear access, and higher short-circuit rating.
 - v. Specification section 16346A-2.06. E&F requirements for 3000A breakers within the SES units to be “electrically operated” with 120VAC motor operators are excluded.
- xiv. Design clarifications as determined at 12/2/2016 project meeting:
- i. We have included empty raceways for the IP Phone and IP Announcing Horn with amplifier shown on 00-N-06. The cabling and equipment are excluded.
 - ii. The flowmeters (AO01-FIT/FE-01, 02, 03 and AO02-FIT/FE-01, 02) shown on drawings 32-E-01 (Odor Control 1) and 32-E-02 (Odor Control 2) are deleted.
 - iii. Above the covers of the Secondary Clarifiers (drawing 55-E-01) is included as “Un-Classified”.
 - iv. Ground rings are included at Odor Control 1, Odor Control 2, Tertiary Filter, and SESs.
- xv. Per Note 2 on drawing 92-E-08 the existing Arrowhead Recharge System, Radio Building, and Activity Lights are to be re-fed from the new Switchboard #1. The locations and existing routing paths for feeders to these items are not shown.
We have included new conductors, to be routed within existing conduits, 200’ for the Arrowhead Recharge System, 200’ for the Radio Building, and 100’ for the Activity Lights.
- xvi. The new duct bank system includes 6’-0” x 8’-0” x 7’-0” manholes.
- xvii. Drawing 92-E-02 shows the main breaker in panel DP-HW to be changed from 600A to 450A. We have included the replacement of the breaker trip module to a 450A unit and not a replacement of the breaker.
- xviii. The specification section 16125-2.01 A.1 requirement for a vault under the electrical enclosure is excluded.
- xix. We have included one existing electrical vault to be removed under the new Screening Building. We will re-work the wiring and make safe for the removal of EMH- 9
- xx. The electrical, instrumentation and control MOPOs are included as follows:
- i. The WAS Electric Room will require temporary electrical work to accommodate plant operations and allow for the new work. Ludvik

will install a 600A temporary panel in the basement of the WAS building. Coordinating an outage of MCC-1 at WAS, the existing feeder will be pulled out of MCC-1 and extended to the temporary panel. At the same time a temporary feeder will be installed from feed through lugs on the temporary panel back to MCC-1. With both MCC-1 and the temp panel powered, all of the MCC-1 loads can be moved one by one to the temporary panel. Then MCC-1 can be replaced with new MCC-1. One of the two mains on MCC-1 can be powered with the same temporary feed and all loads can be moved back to the new MCC. This also provides the means to progressively remove relocate and replace the remaining items in the room. The feed to the other main in new MCC-1 from MDS-1 can then be completed. After MDS-1 is energized, MCC-1 can be powered by MDS-1 and disconnected from DP-1.

- ii. To allow for A versus B feeder work, we have included 2 manholes south of the new switchgear, one for A feeders and one for B.
- iii. To change the APS feed from the old to new SES-2 we must also at the same time re-power DP-2 from the old SES-2 to MDS-1. At the same time BB1 and BB2 will also need to be removed from DP-2 and connected to MDS-1. To accommodate this we have included a new feeder direct from MDS-1 to the backside of DP-2 by-passing the A-B manholes (since DP-2 will only have 1 main). This feeder will be ready ahead of time. When old SES-2 is shut down by APS, DP-2 will be powered by the Plant Generators through ATS-2. When new SES-2 is ready Ludvik will splice the new MDS-1 feeders to the BB1 and BB2 feeders. At the same time Ludvik will also disconnect the old feeder to DP-2 and connect the new feeder from MDS-1 to DP-2. Then DP-2, BB1 and BB2 will all be powered from MDS-1.
- iv. While DP-2 is running on the Plant Generator a rental generator will be on standby for backup. The rental generator will then remain on standby until the plant generators are connected to MDS-1. SES/ATS-2 and that portion of the pad and duct bank will be demolished to tie into the 3000A generator switchgear feed that previously went to DP-2 and extend it to MDS-1. When this generator feed to MDS-1 is complete the rental standby generator can be called off. MCC-1 can now be powered from MDS-1. The old feed at MCC-1 can be removed and the second feed from MDS-1 completed.
- v. Ludvik will tie in to and connect the existing under floor conduits from DP-2 to manholes A & B for future use if needed. After demo of SES/ATS-1, the second generator feed will be run to MDS-1.
- vi. Ludvik will install new SWBD-1 with new feeders coming through the back side of the wall. The new switchboard can then be energized from MDS-1 while DP-1 is still operating. Then the remaining loads can be moved one by one from DP-1 to SWBD-1. SWBD-1 can then be demolished. During this transition both

Switchboards are backed up by the plant generators.

- vii. The Admin Building will be re-fed to MDS-1 during a night shut down.
- viii. Then the plant will be on the MDS-1. A rental generator will be on standby while the plant generators are taken off line to perform the modifications to the paralleling switchgear.
- ix. Note that during this project there will be multiple major shutdowns required to remove and replace feeders within the existing duct bank system.

Section J Billable Rates:

Project Director	\$131.35
Sr. Project Manager	\$123.33
Project Manager	\$116.38
Project Superintendent	\$114.73
Project Engineer	\$85.20
Scheduler	\$52.13
CAD Operator	\$74.13
Project Administrator	\$47.85
Civil Craft Superintendent	\$89.34
Concrete Craft Superintendent	\$92.28
Piping Craft Superintendent	\$89.34
Crane Operator	\$66.79
Operator	\$46.91
Laborer	\$34.79
Carpenter	\$46.64
Cement Finisher	\$57.56
Pipe Fitter	\$43.25

KEY PERSONNEL

RANDY GATES	PROJECT PRINCIPAL
STEVE ROBINSON	PROJECT DIRECTOR
GREG BEETEM	SR. PROJECT MANAGER
KEITH MCCLURE	PROJECT MANAGER
NICK PATTERSON	PROJECT SUPERINTENDENT

EXHIBIT C

GMP PROPOSAL SCHEDULE

EXHIBIT C - GMP PROPOSAL SCHEDULE

Project Name: Arrowhead Ranch WRF Plant Improvements

Date: 3/15/2017

Project Location: Glendale, AZ

CIP Project Contract No: 121337

A. Direct Costs:			Amount
a. Self-Performed Work	29.3%	\$	6,654,056
b. Subcontracts and Purchase Orders	61.9%	\$	14,034,888
c. General Conditions	7.15%	\$	1,621,000
d. General Requirements	1.66%	\$	375,653
Subtotal (Cost Of The Work)		\$	22,685,597
B. Contractor's Fee:		8.00%	\$ 1,814,848
a. Self-Performed Work	-	\$	(532,324)
	8.00%		
Subtotal (Contractors Fee)		\$	1,282,523
Subtotal 1 (A+B)		\$	23,968,120
C. Contingency and Preconstruction Services			
Contingency			
a. Admin Building Renovation		\$	150,000
b. Preconstruction Services		\$	361,776
Subtotal (Cost Not Including Fee)		\$	511,776
D. Bonds and Insurance:			
a. Bonds	0.67%	\$	168,000
b. Insurance	1.04%	\$	260,000
b. Builders Risk Insurance	0.27%	\$	67,600
Subtotal (Bonds & Insurance)		\$	495,600
Subtotal 2 (A+B+C+D)		\$	24,975,496
E. Sales Tax			
a. Sales Tax	5.96%	\$	1,488,054
b. Less Tax Credits		\$	(95,916)
Subtotal Sales Tax		\$	1,392,138
Subtotal 3 (A+B+C+D+E) (Total Construction Cost)		\$	26,367,634
F. Less Preconstruction Services (Contract)		\$	(361,776)
G. Less Process EQ Bid Pkg No.1 (Contract)		\$	(3,087,283)
TOTAL CMAR GMP #1		\$	22,918,575
H. City of Glendale Below the Line Costs			
a. Owner Contingencies		\$	1,500,000
b. Soil & Concrete Testing Contingency		\$	100,000
1. Temporary Power Costs		\$	48,000

2. Temporary Water Costs			\$	36,000
3. Environmental Permit Costs			\$	100,000
4. APS Utility Agreement Amendment			\$	-
Fees				
Subtotal City of Glendale Below the Line Costs			\$	1,784,000
TOTAL CONTRACT AMOUNT			\$	24,702,575

EXHIBIT D
PROJECT SCHEDULE
SCHEDULE UPDATES

(See Below

CITY OF GLENDALE ARROWHEAD WASTE WATER TREATMENT PLANT IMPROVEMENTS

Activity	Estimate	Start Date	End Date
PRE-CONSTRUCTION	60	Feb-22-17A	Mar-15-17A
PRODUCE FINAL GMP	10	Mar-15-17	May-15-17
PERMITTING	40	Mar-15-17A	May-31-17
GMP CITY COUNCIL APPROVAL/TP	54	Mar-15-17	Jun-12-17
RECONCILE 100% DOCUMENTS	40	Mar-15-17A	Jun-12-17
CONSTRUCTION	34	Mar-15-17	Jun-12-17
CONTRACTS AND PURCHASE ORDERS	67	Mar-15-17	Jun-08-17
SUBMITTALS	60	Apr-15-17	Jul-07-17
ELECTRICAL GEAR & BUILDING SUBMITTALS	0	Apr-15-17	Jul-07-17
NOTICE TO PROCEED - CONSTRUCTION	0	Jul-10-17	Jul-10-17
MOBILIZATION	10	Jul-10-17	Jul-10-17
EQUIPMENT FABRICATE & DELIVER	900	Jul-10-17	Nov-27-17
ELECTRICAL EQUIPMENT FABRICATE & DELIVER	160	Jul-10-17	Feb-15-18
FERTILIZER TANKS	200	Jul-24-17	Apr-05-18
42" INFLUENT BYPASS & YARD PIPING MODIFICATIONS	07	Aug-24-17	Nov-13-17
IPS & BIFURCATION STRUCTURE MODIFICATIONS	30	Oct-03-17	Nov-13-17
HEADWORKS EXPANSION	410	Nov-14-17	Nov-12-18
ELECTRICAL INSTRUMENTATION & CONTROLS	180	Dec-2-17	Jul-04-19
ODOR CONTROL #1	40	May-01-18	Nov-12-18
SECONDARY CLARIFIERS & WAS IPS	120	Nov-23-18	Nov-12-18
ODOR CONTROL #2	50	Nov-13-18	Nov-12-18
SPLITTER BOX #1	20	Nov-13-18	Dec-10-18
DEMO EXISTING HEADWORKS	90	Nov-13-18	Mar-16-19
REHAB CHANNELS AND GRIT SYSTEM	07	Feb-19-19	May-13-19
SITE WORK & MISC IMPROVEMENTS	40	Mar-19-19	May-13-19
AERATION BASIN CLEANING AND FILTER INSTALL	0	Jul-08-19	Jul-08-19
SUBSTANTIAL COMPLETION	20	Jul-08-19	Aug-01-19
PUNCH LIST	0	Aug-01-19	Aug-01-19
FINAL COMPLETION	0	Aug-01-19	Aug-01-19



10/1/17
 10/1/17
 10/1/17

EXHIBIT E

CMAR'S INSURANCE REQUIREMENTS

CMAR must, as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors and Suppliers to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

CMAR must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, worker's compensation and employer's liability insurance, providing the following coverage, limits and endorsements:

1. Commercial General Liability Insurance.

1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$5,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$5,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

1.3 Each general liability policy must be endorsed or written to:

- (A) Include the per project aggregate endorsement;
- (B) Name as additional insureds the following: City of Glendale and its employees, representatives and agents (collectively, the "Additional Insureds");
- (C) Stipulate that the insurance afforded by the policies furnished by CMAR will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by CMAR and by its Subcontractors;
- (D) Includes a severability of interest clause; and
- (E) Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance.

2.1 The Workers' Compensation policy must meet all Arizona statutory requirements, and Employers' Liability Insurance, with limits of at least \$500,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

2.2 CMAR must provide, at CMAR's expense, Voluntary Compensation insurance for the protection of employees engaged in the Work who are exempt from the coverage provided under the Workers' Compensation statutes with coverage equivalent or better than the coverage required in the preceding sentence, for the duration of the project.

3. Auto Liability Insurance

3.1 Auto Liability must be carried with minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.

3.3 This policy must be endorsed to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Equipment Property Insurance.

4.1 CMAR must secure, pay for, and maintain all-risk insurance as necessary to protect 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 CMAR, its Subcontractors or Supplier and any construction material in transit or stored in any location other than the Site.

4.2 This policy must have a waiver of subrogation in favor of the Additional Insureds.

5. Commercial Crime Insurance. This policy must cover employees responsible to disburse funds to pay project costs against employee dishonesty, forgery or alteration, or computer fraud.

6. Waiver of Subrogation. CMAR hereby waives, and will require each of its Subcontractors and Suppliers to waive, all rights of subrogation against the Additional Insureds to the extent of all losses or damages covered by any policy of insurance.

7. Term of Coverage.

7.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

7.2 If at any time prior to the conclusion of time limit described in Section 7.1 above, CMAR cannot obtain equivalent coverage by replacement or renewal, CMAR must acquire a tail policy prior to expiration of the existing policy not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

7.3 CMAR will furnish certificates of insurance and other evidence that City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.

7.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

8. Subcontractor and Supplier Insurance Requirements.

8.1 CMAR must require all of CMAR's Subcontractors and Suppliers, as a condition of working on the Project, and of receiving payment, to:

- (A) Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverage, endorsements, terms of coverage and other provisions as are required of CMAR under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be

furnished by Supplier must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit); and

- (B) Timely furnish to City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
- (C) The Supplier's general liability policy must also be endorsed to provide the same coverage as the primary insurance, the general liability insurance furnished by CMAR must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by CMAR and Subcontractor.
- (D) City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

9. Other Policy Provisions. Each policy to be furnished by CMAR, each Subcontractor and Supplier must:

- 9.1** Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 9.2** Have a deductible not exceeding \$10,000 unless otherwise agreed upon by City;
- 9.3** Provide that attorneys' fees shall be outside of the policy's limits and shall be unlimited;
- 9.4** Include the Facility per aggregate endorsement;
- 9.5** Waive all rights of subrogation against City;
- 9.6** Contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days prior written notice has been given to City; and
- 9.7** Be otherwise satisfactory to City. City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that City is satisfied the insurance is not commercially available to the insured. In such event, City shall have the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that City shall be a loss-payee under the policy.

10. Certificates and Endorsements.

- 10.1** Within ten (10) days after the execution of this Agreement, CMAR must provide City with all certificates and endorsements evidencing that all insurance requirements have been met;
- 10.2** Within ten (10) days after execution of each subcontract (but in all events prior to such Subcontractor or Supplier commencing Services), CMAR must provide City with certificates and endorsements from each of its Subcontractors and Suppliers, in all cases evidencing compliance by CMAR, and each Subcontractor and Supplier, with the requirements of this Exhibit. CMAR must also submit letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to City under the policy and that available coverage has not been reduced because of revised limits or payments made. In the event such representations cannot be given, CMAR, its Subcontractors and Suppliers must furnish the particulars thereof to City.

10.3 If any of the foregoing insurance coverage is required to remain in force after Final Payment, CMAR must submit an additional certificate evidencing continuation of such coverage with the Application for Final Payment.

11. Reduction in Coverage. CMAR, each of its Subcontractors and Suppliers must promptly inform City of any reduction of coverage resulting from revised limits, claims paid, or both. City shall have the right to require CMAR or the applicable Subcontractor or Supplier to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of CMAR or the applicable Subcontractor or Supplier.

12. Suppliers and Materialmen Coverages.

12.1 CMAR will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.

12.2 With respect to any equipment, machinery or other goods for which City or CMAR has paid a deposit, CMAR will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming City and CMAR as loss payee as their interests appear.

13. Condition Precedent to Starting Work.

13.1 Prior to, and as a condition of its right to begin performing any Work on the Site, CMAR and each Subcontractor and Supplier must deliver to City certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to City that the required insurance is in place; together with the original of each bond required under this Agreement. CMAR and each Subcontractor and Supplier hereby authorize City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

13.2 City shall be under no obligation or duty to make any such inquiry and City shall be entitled to rely on any proofs of insurance tendered by CMAR and its Subcontractors and Suppliers. City's acceptance of any proof of insurance and bonds offered by CMAR or any Subcontractor or Supplier will not be deemed a waiver of the obligations of CMAR and Subcontractors and Suppliers to furnish the insurance and bonds required by this Exhibit.

14. Additional Proofs of Insurance. CMAR must, within ten (10) days after request, provide City with certified copies of all policies and endorsements obtained in compliance with this Agreement.

15. Indemnity. The fact that CMAR and its Subcontractors and Suppliers are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties CMAR and its Subcontractors and Suppliers may have to indemnify, defend or hold harmless City and the other Additional Insureds from and against any and all Demands, Liabilities, Losses or Expenses of whatever kind or nature.

16. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

EXHIBIT F

FORMS OF PAYMENT AND PERFORMANCE BONDS

(See Attached)

PAYMENT BOND

A.R.S. § 34-608

Penal Sum: \$ _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, jointly and severally, bind themselves to the City of Glendale, a municipal corporation of the State of Arizona ("Obligee") and its assigns, solely for the protections of claimants supplying labor or materials to CMAR or to CMAR's Subcontractors in the prosecution of construction and not for the protection of persons providing any design services, preconstruction or other non-construction services as provided in A.R.S. § 34-608(A)(2).

WHEREAS Principal has by written agreement dated _____ entered into that certain "CMAR Agreement" ("Contract") with Obligee (referred to therein as "City") for the design and construction of that certain _____, as provided therein. In accordance with A.R.S. § 34-608(A)(2)(C), the Obligee estimates the price of the Construction Services the Obligee believes is likely to be furnished as of the date hereof \$ _____ (the "Penal Sum").

NOW, THEREFORE, the condition of this obligation is that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the construction provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Agreement. The Surety hereby consents in advance to, and waives notice of any change directive or change order, extension of time or any other material alteration or modification of the Contract, or of the Work to be performed thereunder. The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the court.

Witness our hands this _____ day of _____, 200_____.

PRINCIPAL SEAL

SURETY SEAL

By: _____

By: _____

(Attorney-in-Fact)

Title: _____

Agency of Record

Agency Address

Arizona Resident Agent Countersignature
Bond Number _____

PERFORMANCE BOND

A.R.S. § 34-608

Penal Sum: \$ _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, jointly and severally bind themselves to the City of Glendale, a municipal corporation of the State of Arizona ("Obligee") and its assigns solely for the protection of Obligee as provided in A.R.S. § 34-608(A)(1).

WHEREAS Principal has entered into that certain "CMAR Agreement" ("Contract") with Obligee (referred to therein as "City"), dated _____, for the design and construction of that certain _____, as described therein, which Contract, together with all Change Orders and amendments thereto, is by reference made a part hereof, providing for a cumulative amount to be paid to Contractor for all design services, construction and other work (collectively, "Work" as described in the Contract) not to exceed guaranteed maximum price of \$ _____ dollars. In accordance with A.R.S. § 34-608(A)(1)(A), the Obligee estimates the price of the Construction Services the Obligee believes is likely to be furnished as of the date hereof \$ _____ (the "Penal Sum").

NOW, THEREFORE, the condition of this obligation is that, if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any change, extension, alteration or modification of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized changes, extensions, alterations or modifications of the Contract that may hereafter be made, notice of which changes, extensions, alterations or modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the court.

The performance under this bond is limited to the construction to be performed under the Contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the Contract.

Signed and sealed this _____ day of _____, 200 _____.

PRINCIPAL _____ SEAL

SURETY _____ SEAL

By: _____

By: _____

(Attorney-in-Fact)

Title: _____

Agency of Record

Agency Address

Arizona Resident Agent Countersignature

Bond Number _____

EXHIBIT G

DISPUTE RESOLUTION PROCEDURES

1. Disputes.

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) shall be initiated and decided under the provisions of this Exhibit.
- 1.2 CMAR and City shall each designate in writing to the other party, from time to time, a member of senior management who shall be authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A party shall initiate a Dispute by delivery of written notice to the members of management designated by the respective parties under Section 1.2 of this Exhibit.
- 1.4 The parties must:
 - (A) Attempt to resolve all Disputes promptly, equitably and in a good faith manner; and
 - (B) Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning modification of the GMP or any schedule, CMAR must first follow the provisions of any Claim procedure established by the Design-Build Agreement before seeking relief under these Procedures.

2. Emergency Arbitration.

- 2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either party considers necessary to prevent or mitigate a material delay to the critical path of the Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a party, either party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
 - (A) The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
 - (B) If the Emergency Arbitrator has not been selected at the time a party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
 - (C) The Emergency Arbitrator shall be an attorney with at least ten (10) 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 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the American Arbitration

Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules").

- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either party may upon three days additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes shall be conducted in Glendale, Arizona.
- 2.6 Presentation, request for determination (*i.e.*, a party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.6 of this Exhibit.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Services, subject to review *de novo* by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.
 - (A) Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
 - (B) The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a party that fail to meet this obligation.

3. Non-Emergency Arbitration.

- 3.1 Except as provided in Section 5 of this Exhibit, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a *de novo* review of an AAA emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
 - (A) The parties shall each select an arbitrator within 15 days after notice that a party desires to resolve a dispute by arbitration.
 - (B) The two arbitrators shall then each select a third arbitrator. If an arbitrator is not selected within any such 15 day period, then the arbitrator shall be appointed by the AAA.
- 3.2 The arbitrator(s) shall meet the qualifications of Emergency Arbitrators as provided in Section 2 of this Exhibit.
- 3.3 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
- 3.4 In connection with such arbitration, each party shall be entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each

party shall deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 3.5 The arbitration hearing shall be held within 150 days of the appointment of the arbitrators.
- 3.6 At the arbitration hearing, each party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
- (A) Each party's Proposed Resolution must be fully dispositive of the dispute.
 - (B) The arbitrators must select one Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - (C) The parties must submit their proposed resolution of the matter to the arbitrators and the other party 15 days prior to the date set for commencement of the arbitration proceeding.
 - (D) The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - (E) The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - (F) All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing party, must be paid by the party whose position was not selected by the arbitrators.

4. **Continuing Work.** Unless otherwise agreed to in writing, CMAR must continue to perform and maintain progress of the Work during any Dispute Resolution or arbitration proceedings, and City will continue to make payment to CMAR in accordance with the Agreement.

5. **Exceptions.**

- 5.1 Neither City nor CMAR are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with City and CMAR.
- 5.2 City or CMAR 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.
- 5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Glendale Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of City acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.
- 5.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Arizona Rules of Civil Procedure.



Legislation Description

File #: 17-233, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BRODART, INC., FOR LIBRARY PRINT BOOKS AND MATERIALS

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a two-year agreement with Brodart, Inc., in an amount of approximately \$630,886 per year for library print materials. This request also authorizes the City Manager to renew the agreement for an additional three years, in one-year renewal increments, in an amount not to exceed \$3,154,430 for the term of the contract.

Background

Each fiscal year, the Glendale Public Library spends approximately \$630,886 for the purchase of new books and reading (print) materials. The Glendale Public Library has an annual circulation of 1.5 million with 135,000 registered borrowers and digital needs from 10,000 Internet and 4,000 E-Source users. In FY15-16, approximately 48,000 volumes were ordered. The Glendale Public Library purchases materials based on the needs and requests of patrons and vendors must be able to effectively and efficiently accommodate these diverse interests.

Analysis

The Community Services Department has been working with the Materials Management Division, since October 2016, to coordinate a Request for Proposals (RFP) process. During this process, it was determined that because of a possible increase in product pricing and the time involved to establish cataloging specifications and profiles, it would be prudent to request proposals with multi-year renewal options. Changing print vendors can take months to establish a new customer profile and system. The RFP 17-06 was issued in November 2016, and a total of five bid responses were received. The bids were reviewed by a five-member committee based on the following criteria:

- Compliance with specifications;
- Capability of the vendor's experience, programs and references;
- Capability of the vendor to provide ordering, cataloging and other services;
- Inventory and availability; and costs, fees and discounts.

Brodart, Inc., was determined to be the highest-rated and responsible bidder whose bid met the requirements and evaluation criteria set forth in the RFP.

Community Benefit/Public Involvement

The award of this contract will position the Glendale Public Library to meet the needs of the community and to ensure a continuation of the best prices in order to maximize the Library's book budget. Library patrons will have access to best-selling fiction and non-fiction titles covering all subjects and genres, large print materials, adult and youth foreign language materials, youth picture and board books, beginning readers and chapter books, books with media, graphic novels for adults, youth and teens, pop-up and novelty books, movie and TV tie-in titles, and adult and youth reference materials. Brodart, Inc. also provides a single point of contact/warehouse and online ordering and collection development tools to ensure that Library patrons have access to materials quickly and tailored to their interests.

Budget and Financial Impacts

FY 16-17 funds in the amount of \$630,886 are budgeted in the Library Operating Budget account 1000-15220-527400 and the Library Development Impact Fees Budget account 74751-527400. The same amount of funding has been requested in the FY 17-18 proposed base budget. Future budget amounts are contingent on budget approval by the Council.

Cost	Fund-Department-Account
\$320,886	1000-15220-527400, Books
\$310,000	1000-74751-527400, DIF Library Books

Capital Expense? No

Budgeted? Yes

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

**AGREEMENT FOR
LIBRARY PRINT MATERIALS**

City of Glendale Solicitation No. RFP 17-06

This Agreement for Library Print Materials ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brodart Co., a Pennsylvania partnership, (the "Contractor"), as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 17-06 (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").
 - (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 \$3,154,430 for the entire term, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- 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 \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Brodart Co.
c/o Lisa Miosi, Director, Customer Care
500 Arch Street
Williamsport, Pennsylvania 17701
(800) 233-8467
bids@brodart.com

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

City of Glendale
c/o Mike Beck, Chief Librarian
5959 West Brown Street
Glendale, Arizona 85302
623-930-3546

With required copy to:

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

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

- c. Concurrent Notices.

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

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

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

15. **Term**. The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

(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:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Brodart Co.,
a Pennsylvania partnership

Lisa Miosi

By: Lisa Miosi
Its: Director, Customer Care

EXHIBIT A
RFP 17-06 LIBRARY PRINT MATERIALS
PROJECT

1. Contractor shall provide all formats of print materials as stated in Section 1.4 Scope of Work of RFP 17-06 and consistent with contractor's response to the RFP. RFP 17-06 and the Contractor's response are attached and considered a part of this contract.

1.1. Contractor will provide print materials

1.1.1. The Offeror shall deliver all formats of print materials for use in a public library setting. This includes, but is not limited to, books for adults, teens and children in all binding formats, best-selling titles, fiction and non-fiction titles covering all subjects and genres, large print materials, leased and subscription materials for adults and teens, adult and youth foreign language materials, youth picture and board books, beginning readers and chapter books, books with media, graphic novels for adults, youth and teens, pop-up and novelty books, movie and TV tie-in titles, adult and youth reference materials, continuations and serial publications (excluding magazines and journals), and encyclopedias.

1.2. Contractor will provide print materials subscriptions programs for our library

1.2.1. McNaughton Leased Program

1.2.1.1. Contractor will provide a lease program which will include 5,292 annual adult units per year with a monthly allowance of 441 units, plus one month of 441 allowances free, and 168 annual teen units per year with a monthly allowance of 14 units.

1.2.1.2. The City of Glendale agrees to the single adult book allowance of \$28.00 and the single teen book allowance of \$19.95 under the leased subscription plan.

1.2.1.3. Contractor will provide a 2% prepayment discount if annual subscription fee payment is received within 60 days of invoice date.

1.2.1.4. The Library will be able to add and remove leased accounts throughout the fiscal year. The Library can update the subscription; add funding/decrease funding to leased accounts, or discontinue the leased subscription throughout the fiscal year.

1.2.1.5. Contractor agrees to replace damaged items at no charge for up to six months after receipt. Defective items will be replaced at no charge with no time limitations.

1.2.1.6. Contractor will offer a deduction of 10% of the library's annual allowance to cover lost or stolen items and a 50% retention rate of the Library's annual book shipment.

1.2.1.7. If the City of Glendale chooses to purchase leased materials, items may be purchased at a rate of \$1.50 per item.

1.2.1.8. The lease program will utilize Compleat Book-Serv Cataloging and Processing Services at a rate of \$2.99 per item, if requested.

1.2.2. Purchase Plus Program

1.2.2.1. Contractor will provide a subscription program which will include 5,292 annual adult units per year with a monthly allowance of 441 units, plus one month of 441 allowances free, and 168 annual teen units per year with a monthly allowance of 14 units.

1.2.2.2. The City of Glendale agrees to the single adult book allowance of \$28.00 and the single teen book allowance of \$19.95 under the subscription plan.

1.2.2.3. Contractor will provide a 2% prepayment discount if annual subscription fee payment is received within 60 days of invoice date.

1.2.2.4. The Library will be able to add and remove subscription accounts throughout the fiscal year. The Library can update the subscription; add funding/decrease funding to subscription accounts, or discontinue the subscription throughout the fiscal year.

1.2.2.5. Contractor agrees to replace damaged items at no charge for up to six months after receipt. Defective items will be replaced at no charge with no time limitations.

1.2.2.6. The Purchase Plus Program will utilize Compleat Book-Serv Cataloging and Processing Services at a rate of \$2.99 per item, if requested.

1.3. Contractor will provide a continuations program

1.3.1. FASTips: Standing order program

1.3.2. Library staff will have access to manage and view current titles in the continuations program through TitleQueue.com.

1.3.3. Various reports can be compiled at the library staff's request and delivered using email, US mail or FTP.

1.4. Inventory and fill rate

1.4.1. Contractor will maintain a fill rate of at least 85% of their displayed inventory for all items ordered for each year of the contract.

1.4.2. Contractor will supply and deliver at least 75% of all in-stock inventory titles ordered within eight weeks of the order date.

1.4.3. Contractor can provide an overall fill rate of 85% for Spanish language materials.

2. Contractor shall provide various outsourcing services.

2.3. Contractor shall provide collection development services

2.3.1. Contractor can provide selection lists at varied levels of customization.

2.3.1.1. Silver TIPS includes free monthly selection lists.

2.3.1.2. Gold TIPS includes customized lists with authors, series, publishers, and subjects for a fee:

- Up to 3 profiles for \$100 monthly
- Up to 8 profiles for \$200 monthly
- Up to 15 profiles for \$300 monthly

2.3.1.3. Diamond TIPS includes enhanced customization by preferred review journals for a fee:

- Up to 3 profiles for \$100 monthly
- Up to 8 profiles for \$200 monthly
- Up to 15 profiles for \$300 monthly

2.3.2. Contractor can perform duplicate management to avoid title duplication.

2.4. Contractor shall provide cataloging services

2.4.1. Contractor can perform copy cataloging as well as original cataloging through Compleat Book-Serv Cataloging and Processing Services.

2.4.2. Contractor can interface with the library's Polaris Library System using Z39.50 to verify bibliographic record information.

2.4.3. The City of Glendale may choose to use vendor provided catalog records with OCLC number provided in the MARC record and holdings updated in the OCLC bibliographic database as part of the total cost for Compleat Book-Serv Cataloging and Processing Services.

- 2.4.4. Contractor agrees to catalog all library materials following AACR2 and RDA cataloging policies and procedures.
- 2.4.5. The City of Glendale may choose to require Contractor to update holdings and use MARC records provided by the OCLC bibliographic record utility for an added charge of \$.25 per item.
- 2.4.6. Contractor agreed to all cataloging specifications as outlined in the RFP including standard practices such as the set up of fiction call numbers, series statement fields, and to follow any local practices unless stated otherwise during initial profile set up period.
- 2.4.7. The Contractor agrees to use Library of Congress subject headings and genre headings where specified.
- 2.4.8. The Contractor shall catalog with item in hand.
- 2.5. Contractor shall provide processing services.
 - 2.5.1. Contractor shall provide mylar jackets to all materials with dust covers glued to dust covers.
 - 2.5.2. Contractor shall remove supplementary materials from all items such as; stickers, maps, pamphlets, toys, etc. from books before taping inside covers and attaching property stamp and/or barcode strip. Contractor will send any removed items with the item.
 - 2.5.3. Contractor shall affix either 1" J-Lar or 2" Permacel tape or equivalent to all paperbacks on the spines, covering author and genre labels, and inside gutters.
 - 2.5.4. Contractor shall affix barcode labels underneath mylar jackets, if possible. If not possible, barcodes will be covered with 1" J-Lar tape or equivalent.
 - 2.5.5. Contractor shall affix all labels underneath mylar jackets, if possible. If not possible, labels will be covered with 2" Permacel tape or equivalent.
 - 2.5.6. Contractor shall affix and link RFID tags to materials using library specifications.
 - 2.5.7. Contractor shall process all materials using Compleat Book-Serv Cataloging and Processing Services for a cost of \$3.69 per item.
- 2.6. Contractor shall provide opening day collection services.
 - 2.6.1. Materials for an opening day collection can be ordered 18 months out.
 - 2.6.2. Contractor can provide full collection development services for an opening day collection at no extra charge.
 - 2.6.3. Materials for an opening day collection can be stored at Contractor's or other facility until the new library is able to accept delivery at no charge to the City of Glendale.
 - 2.6.3.1 Pricing for opening day collection materials purchased are in accordance with ongoing purchases Section 5.0.
 - 2.6.4. Contractor will provide a company liaison when items are delivered in order to manage the process.
3. Contractor shall comply with acquisitions specifications.
 - 3.1. Contractor to maintain multiple accounts for Glendale Public Library; such accounts may include, but are not limited to: processed materials, non-processed materials, and rush processed orders.
 - 3.2. Contractor shall have the ability to interface with the library's Polaris Library System via EDIFACT standard.
 - 3.3. Contractor will receive orders and provide invoices electronically.
 - 3.4. Contractor will accept returns for credit if items are defective at no cost to the library.
 - 3.5. If items are defective, the Contractor will accept returns for credit for up to one year of purchase even if the item has been circulated.

3.6. Contractor will ship all orders to:

Glendale Public Library
Attn: Receiving
5959 W Brown St
Glendale, AZ 85302-1248.

3.7. Contractor will include shipping on all orders at no cost to the library.

3.8. Contractor will provide inside delivery on all shipments and free of any pallets.

3.9. Contractor shall provide a turnaround timeframe, from date of receipt of order by Contractor to date of receipt of processed shipment by the library of no more than 15 working days for ninety percent of all in-stock items ordered.

3.10. Priority, rush pre-processed materials shall be mailed or shipped by the Contractor within five working days of receipt of order for an added charge. (Exception: Pre-publication orders)

3.11. Contractor shall schedule delivery of subscription plans and pre-processed materials to arrive at the library on or prior to street release date. The City of Glendale understands that this may be dependent on publisher scheduling.

3.12. Offeror states that all items will be delivered 15-90 calendar days after receipt of order. Any missed delivery or delay in delivery beyond the stated date will result in a penalty fee as stated below:

- Delay in delivery of ordered titles will incur a penalty of 1 – 3 % of the total invoice amount.
- Missed deliveries of specific titles will incur a penalty of 3% of the total invoice amount.

3.13. The Contractor shall supply 80% of all items back ordered and available from the publisher, within one hundred twenty (120) days of receipt of library order.

3.14. The Contractor shall provide MARC order records with appended holdings data that can be loaded, indexed and retrieved by the library's Polaris Library System.

4. Contractor shall provide access to vendor website and inventory system.

4.1. Contractor shall provide access for at least twenty-five library staff members.

4.2. Contractor shall provide the ability for applicable Library staff members to electronically build and transfer carts on Contractor's website.

4.3. Access to Contractor's website and inventory system shall be free of charge to the library.

4.4. The Contractor's website and inventory system will be updated daily.

5. Contractor shall provide support services as needed.

5.1. Technical support will be available Monday-Friday 8:00 a.m. to 5:00 p.m. EST free of charge to library.

5.2. Contractor provides problem resolution with a guaranteed response time of 24 hours for all phone calls or correspondence (Monday through Friday).

5.3. Contractor shall provide timely notification of any upgrades or new releases to their website and/or inventory system and provide assistance in their implementation.

5.4. Sales staff will meet with key Library personnel as necessary.

EXHIBIT B
RFP 17-06 LIBRARY PRINT MATERIALS
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Print materials will be ordered on an as needed basis and will be paid in accordance with Section 5 Billings and Payment of this Agreement. Payment for ODC material shall be processed upon proof of delivery to storage facility.

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 \$3,154,430.

DETAILED PROJECT COMPENSATION

Best and Final Offer of detailed compensation provided as follows and attached as Exhibit B.

RFP 17-06 LIBRARY PRINT MATERIALS - FEES	BRODART
5.1 PURCHASED PRINT MATERIALS	Percent
5.1.1 Hardcover (includes adult, teen, youth fiction, non-fiction & picture books)	
Percentage discount from publisher's price	Trade <u>46.5*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.2 Quality Paperback (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price	Trade <u>41*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.3 Mass Market Paperback (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price	Trade <u>41*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.4 Pre-bound (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price	Trade <u>24.00</u>
Percentage discount from publisher's price	Non-Trade <u>24.00</u>
5.1.5 Reinforced Editions (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price	Trade <u>24.00</u>
Percentage discount from publisher's price	Non-Trade <u>24.00</u>
5.1.6 Foreign Language (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price, Paper	Trade <u>41*</u>
Percentage discount from publisher's price, Hardcover	Trade <u>46.5*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.7 Large Print	
Percentage discount from publisher's price, Paper	Trade <u>41*</u>
Percentage discount from publisher's price, Hardcover	Trade <u>46.5*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.8 Comics and Graphic Novels (appealing to all ages)	
Percentage discount from publisher's price, Paper	Trade <u>41*</u>
Percentage discount from publisher's price, Hardcover	Trade <u>46.5*</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>
5.1.9 Spanish Language (includes fiction and non-fiction appealing to all ages)	
Percentage discount from publisher's price, (Hardcover)	Trade <u>5.1.1-5.1.5</u>
Percentage discount from publisher's price	Non-Trade <u>12*</u>

5.1.10 Series (Continuations)

Percentage discount from publisher's price, (Hardcover) Trade 5.1.1-5.1.5

Percentage discount from publisher's price Non-Trade 12*

5.1.11 Encyclopedias (appealing to all ages) No Bid

5.1.12 Leased Editions (appealing to all ages)

Percentage discount from publisher's price Trade **

Percentage discount from publisher's price Non-Trade **

5.2 CATALOGING SERVICES (unit is "each")

5.2.1 Editing of existing records based on a bibliographic utility ***

5.2.2 Creation of original records ***

5.2.3 Vendor records \$ 0.35

5.2.4 Creation of item records ***

5.2.7 Fully Shelf and System-Ready Cataloging *** \$ 3.69

5.3 PROCESSING SERVICES* (unit is "each")

BOOKS for Circulating Collection

5.3.1 Mylar cover on dust cover \$ 0.55

5.3.2 Dust cover taped on book \$ 0.60

5.3.3 Barcode \$ 0.20

5.3.4 Barcode protector (1" J-Lar tape or equivalent) \$ 0.20

5.3.5 Property label \$ 0.20

5.3.6 Radio Frequency Identification Tags (RFID) 35apply/.79supply

5.3.7 Label protector 1" J-Lar tape, 2" Permacel tape, equivalent \$ 0.20

5.3.8 Call number label \$ 0.20

5.3.9 Colibri vinyl covers (if available) No Bid

5.3.10 Genre label \$ 0.20

5.3.11 Other, please specify: in lieu of jacket \$ 0.55

5.3.12 FULLY SHELF AND SYSTEM-READY PROCESSING ***5.2.7 \$ 3.69

5.4 INVENTORY SERVICES

5.4.1 Creation of inventory (holdings) records **

5.4.2 Cataloged items **

5.4.3 Uncatalogued items **

5.6 COLLECTION DEVELOPMENT SERVICES No Charge

5.7 PRE-BINDING SERVICES

5.7.1 KlearKote or other equivalent bonded to the cover Brodart Guard \$ 2.00

5.7.2 Vinabind, DuraLam or equivalent BrodartConvert \$ 4.50

5.8 MATERIALS LEASING PROGRAM

5.8.1 Please specify: *

5.10 OPENING DAY COLLECTION DISCOUNT % **

5.10.1 Opening Day Storage Fee no charge

5.11 DELIVERY Days **15-30**

*Items Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at the publisher's list price plus a service charge of \$3.95.

**McNaughton lease subscription services. Pricing is based on plan type and size chosen and not based on discount from publisher's list price.

***The pricing is for FULLY SHELF AND SYSTEM READY CATALOGING utilizing Brodart's Compleat Book-Serv customized cataloging service which includes cataloging and processing services described in the RFP. Price doesn't include RFID tag charges or BrodartGuard or BrodartConvert paperback reinforcement services. Tape applied to outside spine & inside gutters of paperbacks (when applicable)



Legislation Description

File #: 17-248, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ROX MEDIA, LLC, DOING BUSINESS AS RAXX DIRECT MARKETING, LLC, FOR THE DESIGN AND PRINTING SERVICES OF THE “GLENDALE @ PLAY” MAGAZINE

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter in to a one-year agreement with Rox Media, LLC, dba Raxx Direct Marketing, LLC, for the design, printing and distribution of the “Glendale @ Play” magazine in an amount not to exceed \$40,000 annually, with the administrative option to annually renew it up to four additional years.

Background

The “Glendale @ Play” is quarterly magazine published by the Public Facilities, Recreation and Special Events department that provides information about recreational and cultural programs, special events, and classes offered to the general public. Specific examples would include registration information for the summer aquatics programs, room and facility rentals, volunteer program opportunities, library programs and services, youth programs and sports leagues, tours of the Historic Sahuaro Ranch, city-wide special events, facility operating hours and locations and special interest class announcements.

Currently, a total of 15,000 magazines are printed each quarter, with approximately 10,000 direct-mailed to residents or customers upon request. The remaining copies are distributed in public facilities located throughout the City (i.e. - libraries, community centers, city hall, etc.) for public viewing. The magazine has become a “flagship” tool for the department and other city and community oriented programs to showcase programs and services that accommodate over one million persons each year who visit various city facilities, venues or participate in community functions in Glendale. As part of a recent effort to assess the department’s marketing efforts, streamline its information distribution process, create better efficiencies and to pursue new methods to print and distribute additional issues at no additional cost to the City, a Request for Proposals (RFP) was issued to secure a vendor that could design, edit, print and distribute the “Glendale @ Play” magazine.

Analysis

The RFP was issued in December of 2016 and a total of three responses were received. All proposals were reviewed by an internal committee and based on the highest score, Raxx Direct Marketing, LLC, was selected. Raxx Direct Marketing, LLC, has been in business since 2011, and combines four affiliated subsidiaries under its umbrella, including a custom publication group, a local consumer magazine group, a design group and a

destination marketing group.

If approved by City Council, Raxx Direct Marketing, LLC, will design, edit, lay out, solicit advertising and manage the printing and mailing for the “Glendale @ Play” magazine. It will also deliver and distribute the magazines to various city locations throughout the city (as indicated above). As circulation and distribution increase, advertising sales are also expected to increase, the city will receive a “credit” and intends to use it to expand the distribution of the magazine at no additional cost to taxpayers. Among the specific benefits will include:

- The creation of an online template to allow for the direct entry and submission of program and service information for design and inclusion in the magazine. This will eliminate staff time needed to collect and consolidate this information and streamline the collection of information.
- All layout and editing services currently done “in house” will be eliminated, along with the part-time, contractual position. This will save approximately 8-10 staff hours per week and \$6,400 per year and become the responsibility of the vendor.
- To help offset production costs, the vendor will sell advertising. Along with the content, all such advertising will be reviewed and approved in advance, by the City. As the vendor sells advertising, the net revenue will be shared with City. In years one and two of the agreement, the City will receive 25% of the net proceeds from all advertising sales; in years three - five, it will receive 50%. It is the intent of the department to use these revenues (in the form of a credit) to further expand the distribution of the magazine.

With the new publication process, the frequency of publication will occur once every four months, instead of once every three months, for a total of three times per year (Fall, Spring and Summer). This change will in no way diminish the quality, content or ability to access important information about department programs and services, nor will it limit or reduce distribution rates. In fact, it will result in better program and service planning, continue to provide valuable information to residents for the same time periods, and will eventually increase the distribution rate. The “Glendale @ Play” magazine will also continue to be placed on the City’s website and social media, as appropriate.

Community Benefit/Public Involvement

If approved, Raxx Direct Marketing, LLC, will position the department to better meet the needs of our diverse community by promoting various programs, wellness, self-help, events, facilities, and sporting activities, on a larger scale. The selection of this vendor will also improve efficiency for staff by combining the design and printing to one contractor, rather than the current two. Finally, the use of advertising from the magazine will offset cost, allowing for more distribution at less cost to taxpayers.

This item was reviewed and approved in concept, by the Glendale Parks and Recreation Advisory Commission at its June 12, 2017 regular meeting.

Budget and Financial Impacts

The funding for this agreement is available in the FY 17-18 General Fund budget 1000-14610-529600, and will not exceed \$40,000 per year.

Cost	Fund-Department-Account
\$40,000	1000-14610-529600, Parks & Recreation Admin Promotion and Publicity

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**AGREEMENT FOR
GLENDALE @ PLAY MAGAZINE - DESIGN & PRINTING SERVICES**

City of Glendale Solicitation No. RFP 17-16

This Agreement for Glendale @ Play Magazine - Design & Printing Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Rox Media, LLC dba Raxx Direct Marketing, LLC, an Arizona Limited Liability Company, (the "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 **Exhibit A**, pursuant to Solicitation No. RFP 17-16 (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").
 - (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 \$200,000 for the full term (including any renewal terms) 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 \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Rox Media, LLC dba Raxx Direct Marketing, LLC
c/o Elaine Earle, CEO
442 West Kortsen Road, Suite 101
Casa Grande, Arizona 85122
(520) 840-1796
elaine@roxco.com

- 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 Kim Larson
5959 West Brown Street
Glendale, Arizona 85301
623-930-3527

With required copy to:

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

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

- c. Concurrent Notices.

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

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

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for an additional four (4) one-year terms, 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.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | Project |
| Exhibit B | Compensation |

(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:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Rox Media, LLC dba Raxx Direct Marketing, LLC,
an Arizona Limited Liability Company



By: Elaine Earle
Its: CEO

EXHIBIT A

GLENDALE @ PLAY MAGAZINE - DESIGN & PRINTING SERVICES

RFP 17-16

PROJECT

The Contractor shall provide design layout, printing, and distribution services for the City's Glendale @ Play magazine as stated in Section 1.3 of RFP 17-16 Scope of Work and consistent with the contractor's response to the RFP. RFP 17-16 and the Contractor's response are attached and considered as part of this contract..

The Glendale @ Play magazine is a listing of parks and recreation special interest classes, special events, and tourism activities happening throughout the city. The magazine will be published approximately every four months, or 3 times annually and distributed to residents and the community. The City will be responsible for all postage and distribution costs at the prevailing U.S. Postal Service bulk mailing rates.

1. SCOPE OF WORK

1.1 Provide the layout of the magazine from the content provided by the city. Contractor shall use the City's template created in InDesign software, Mac platform;

1.2 Provide printing and mail services;

1.3 Provide the service of selling advertising for the magazine, in an effort to offset the city's costs;

1.4 The Contractor shall deliver and process the magazine to the designated post office and City office location in a timely manner and in accordance with the postal regulations. The minimum postage rate is to be obtained.

1.5 The Contractor shall pre-sort and label the magazine in accordance with U.S. Postal Service Domestic Mail Manual requirements to achieve the minimum individual bulk mailing rates.

EXHIBIT B
GLENDALE @ PLAY MAGAZINE - DESIGN & PRINTING SERVICES
RFP 17-16
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 5. Billings and Payment of this Agreement Contractor will bill the City directly for costs associated with the printing and processing of the magazine per project publication. Invoicing shall contain advertising compensation to the City based on percentages provided.

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 \$200,000 for the full term.

DETAILED PROJECT COMPENSATION

1. Proposed fee structure for providing a finished product to the City of Glendale

1.1 Printing Cost based on 15,000 copies and 32-pages	\$ 9,690
1.2 Additional Cost per 4-page increment based on 15,000	\$ 2,090
1.3 Additional Cost per 8-page increment based on 15,000	\$ 2,280
1.4 Additional Cost for four-page newsletter insert based on 15,000	\$ 2,090 preprint

2. ADVERTISING - CITY COMPENSATION PER PUBLICATION

The Contractor shall provide the service of selling advertising for the magazine, in an effort to offset the City's costs. Contractor shall provide advertising invoices, per publication, to the City with billing statements for verification.

City's percentage of Advertising Sales Compensation Year One:	25%
City's percentage of Advertising Sales Compensation Year Two:	25%
City's percentage of Advertising Sales Compensation Year Three:	50%
City's percentage of Advertising Sales Compensation Year Four:	50%
City's percentage of Advertising Sales Compensation Year Five:	50%

GLENDALE

SUMMER 2017
JUNE-JULY-AUGUST

@PLAY

We're going to
a **GLENDALE
RECREATION
CENTER** this summer
for non-stop fun!



YOU'LL FLIP OVER THIS ISSUE!

FIND OUR SUMMER SPLASHBOOK FOR
AQUATICS PROGRAMS - GO TO THE
BACK COVER AND FLIP OVER.

FIND YOUR SUMMER ADVENTURE

BE A TOURIST IN YOUR OWN BACKYARD!
PAGE 21

MAKE SURE YOUR SUMMER IS SENSATIONAL

HAVE FUN, PLAY SAFE!
PAGE 20



ATTENTION MUSIC LOVERS!

The Glendale Summer Band offers eight weeks of free concerts in downtown Glendale this June-July.

CALENDAR OF EVENTS*

JUNE

GLENDALE SUMMER BAND CONCERT SERIES

June 1, 8, 15, 22 & 29 | 8 p.m.

E. Lowell Rogers Amphitheatre, Murphy Park
glendaleaz.com/events

SURVIVING THE SUMMER

June 2 | 6:30 - 8:30 p.m.

Westgate Entertainment District
www.glendaleaz.com/events

PHIL LIEBERMAN DAY

June 3 | 9 a.m.

Rose Lane Aquatics Center
glendaleaz.com/parksandrecreation

SUMMER SCAVENGER STROLL

June 10 | 4 p.m.

Historic Downtown Glendale
visitglendale.com

WEST VALLEY GIVES RALLY & TREASURE WALK

June 24 | 10 a.m.

University of Phoenix Stadium
visitglendale.com

JULY



PARKS AND RECREATION MONTH

This July, discover the power of play and adventure.

During National Park and Recreation Month, Glendale is challenging everyone to get their play on with the Parks & Recreation Division.
glendaleaz.com/parksandrecreation

SUMMER BAND CONCERTS

July 6, 13 & 20 | 8 p.m.

E. Lowell Rogers Amphitheatre, Murphy Park
glendaleaz.com/events

CHRISTMAS IN JULY

July 8 | 10 a.m. - 4 p.m.

Historic Downtown Glendale
visitglendale.com

SEPTEMBER

TEDDY BEAR DAY

Sept. 9 | 10 a.m. - 4 p.m.

Historic Downtown Glendale
visitglendale.com

**Event dates and times are subject to change. Check online for most current information.*

Contact Us

City of Glendale Public Facilities, Recreation & Special Events Department

Erik Strunk, Director

5970 W. Brown St.
Glendale, AZ 85302

623-930-2820

glendaleaz.com/parksandrecreation

glendaleaz.com/events

glendaleciviccenter.com

visitglendale.com

Connect to our various social media outlets through the above websites.

Residency

To verify your residency in Glendale you must provide a recent city of Glendale water bill. While your address may list your city as Glendale, the Post Office assigns addresses based on zip codes, not city boundaries. If you receive city of Glendale water service, you reside in Glendale.

Advertising

For advertising information, call 623-930-3527. Advertising contained herein does not constitute an endorsement by the city of Glendale or its staff. Information in this publication is subject to change without notice.

CAPRA



Glendale Parks and Recreation is Nationally Accredited. The Glendale Parks and Recreation Department became one of only 139 agencies in the world

to have received national accreditation from the Commission for Accreditation of Park and Recreation Agencies (CAPRA). CAPRA provides quality assurance and quality improvement of accredited park and recreation agencies throughout the United States. CAPRA is the only national accreditation of park and recreation agencies, and is a valuable measure of an agency's overall quality of operation, management, and service to the community.

Disclaimer Notice

Participants should be aware that there is some risk involved in these activities and all participants do so at their own risk. Medical insurance is not provided by the city of Glendale. Participants should also be aware that photographs taken at city facilities, during classes and activities may be used to promote future city programs and events.

ADA



Interpreter assistance or reasonable accommodations for people with disabilities may be made available with a minimum 72-hour notice. For more

information, call 623-930-2820. Hearing impaired persons may use the Arizona Relay Service 1-800-367-8939.

A NOTE FROM OUR DIRECTOR

Make a "Play" Date with Glendale - Celebrate Park and Recreation Month

Get ready to get your play on this July with City of Glendale and the National Recreation and Park Association (NRPA). Since 1985, America has celebrated July as the nation's official Park and Recreation Month, which specifically highlights the vital and powerful role local parks and recreation, play in conservation, health and wellness, and social equity efforts in communities all across the country.

This year, it's all about discovering the power of play with your local parks and recreation facilities. From learning a new sport like basketball (see page 18) or archery (see page 28) to meeting your friends for a picnic in the park or a swim at one of our aquatics centers, your Glendale parks and recreation facilities are the places where everyone can play, regardless of age or ability. We are encouraging everyone to get out there to experience the power of play for themselves.

To celebrate Park and Recreation month in Glendale, attend one of our events throughout the month, and make sure to enter to win some prizes along the way. Stay tuned for more information at glendaleaz.com/parksandrecreation.

Erik Strunk, Director
Glendale Public Facilities, Recreation & Special Events

This is our second issue with our new design. Here is the key for our new class/activity listings:



Class Name

Class Code

Time

\$ RES. / \$ NON RES.

of Classes & Days

(Age) Class Description

Instructor: Name

Location: Facility - Room (or Room #)

*Charts are used for multiple class offerings.

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Kids and adults
can earn prizes for
reading this summer.
SIGN UP TODAY!

GLENDALE PUBLIC LIBRARIES

More than books,
more than ever!

Glendale Public Libraries offer a wide variety of **FREE** programming for **ALL** ages, from babies and children to teens and adults.

Storytimes | Hands-On Art Programs | Games | Job Searching Assistance | Musical Performances | Lectures
eBook Instruction | Book Discussions | Author Appearances | Volunteer Opportunities

Summer Reading 2017

Don't miss out! Our two summer reading programs for all ages run from June 1 – Aug. 1.



***Express Yourself** - Stop by any Glendale Public Library branch and ask for a reading record to track your reading, then bring it back to the library to collect fun prizes. Be sure to pick up a program calendar, too -- arts and crafts, live music, book discussions, and more await you at the library!

Maricopa County Reads
- "Build a Better World" by reading 20 minutes a day this summer! Register at maricopacountyreads.org



and log your reading time online to earn a free meal at Chipotle. Reach 1,000 points to earn a free book!

**This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.*

Don't Go Back to School (without the Library)

Ace a test. Learn a foreign language. Write an A+ paper. It's easy when your library card comes with **FREE** live tutoring, classes, testing services, homework help, and so much more. Just visit our website at glendaleaz.com/library, click on "Online Research," and log in to take advantage of an assortment of over **three dozen databases**, including these:



Brainfuse – Don't pay a fortune for tutoring! Get live, online, one-on-one tutoring for all ages from highly qualified experts in both English and Spanish. Get help with topics like math, writing, science and social studies for elementary through college-level classes. Need help studying for a test? Brainfuse has you covered for the GED, SAT, ACT and U.S. Citizenship exams. Brainfuse even features an Adult Learning Center with great career resources, including live online help with writing a résumé and using Microsoft Excel, PowerPoint and Word.



Testing & Education Reference Center – Whether you're taking the GRE, SAT, ACT, CLEP, LSAT, TOEFL, ASVAB, or a career-specific exam, the more than 300 practice tests and courses found here will have you covered. Prepare for high school, college, careers, and graduate school with features like a scholarship search and a résumé builder.

Don't have a library card? If you live in Maricopa County, it's completely **FREE** with a photo ID and proof of address. Stop by one of our three locations today for your ticket to books, movies, music, internet access, and even museum and theater passes!

A Library Card

Your ticket to free books, movies, eBooks, the Internet and so much more!

Meeting Room Rentals

Glendale Public Library meeting rooms are available for rental. For information, visit glendaleaz.com/Library/Rental_Opportunities.cfm.

Find Us Online

Sign up for our email newsletter at glendaleaz.com/library and follow us on Twitter, Facebook, and Instagram.

Main Library

5959 W. Brown St. | 623-930-3530

Mon. & Wed.: 1 - 8 p.m.
Tues. & Thur.: 10 a.m. - 8 p.m.
Friday: Closed
Saturday: 12 - 5 p.m.
Sunday: 1 - 5 p.m.

Foothills Library

19055 N. 57th Ave. | 623-930-3830

Mon.: 1 - 8 p.m.
Tues. & Wed.: 10 a.m. - 8 p.m.
Thur. & Sun.: Closed
Fri.: 1 - 5 p.m.
Sat.: 12 - 5 p.m.

Velma Teague Library

7010 N. 58th Ave. | 623-930-3430

Mon. & Thur.: 1 - 8 p.m.
Tues., Wed.: 10 a.m. - 6 p.m.
Fri. & Sun.: Closed
Sat.: 12 - 5 p.m.



Keep kids busy and active with some of these activities. Find more things to do this summer online at VISITGLENDALE.COM and GLENDALEAZ.COM/PARKSANDRECREATION.

SUMMER BOREDOM BUSTERS

Every parent has heard this complaint at some point during the long, hot summer months: "I'm bored!" This summer, get ahead of the game and plan activities for your child, and some activities the whole family can do to break up the monotony of staying inside the air-conditioned house! Glendale has you covered, with this list of activities that could be a start for your summer itinerary:

City of Glendale Programs/Events

City of Glendale Summer Day Camps – Rock-climbing, swimming, STEM activities and much more! Two options/locations are available. See page 9 and 11 for more information.

JUN 2 **Glendale Library Summer Reading Program**

Ignite your child's imagination with reading – adventures await in the pages of so many books. Glendale's program (along with Maricopa County) offers incentives and prizes along the way for reading a certain amount of books during the summer months. See page 4 for the scoop.

JUN 2 **Surviving the Summer**

Get ready for the sizzling summer with this family-friendly event. You'll find safety information and resources, businesses offering summer activities, entertainment and much more. Plus, kids will enjoy the fountain park water fun, and other activities abound at Westgate.

Location: Westgate Entertainment District



JUN-JUL 1 20 **Glendale Summer Band Concert Series**

FREE 8 p.m., Thursdays

This concert series is an ensemble of 100+ musicians that perform marches, show tunes and much more. Now in its 51st year, it is the longest-running community band in Arizona. Mark your calendar, bring your blankets, lawn chairs and have a wonderful music-filled evening!

Location: E. Lowell Rogers Amphitheatre



JUL 11 **Glendale's Christmas in July**

Just what your family needs to put a little joy into the dog days of summer! This annual event is in partnership with area businesses, offering a day of holiday fun, deals, meals and more. You can even find a snowfield that will cool off the little ones.

Location: Historic Downtown Glendale

Glendale & West Valley Activities/Attractions

The West Valley region offers a multitude of family fun, from the arcade to the lake. Here are some options you might want to check out:

Urban Fishing at Bonsall Park

At Bonsall Park Lake, you can take a pole and bait and catch some fish - fun for the whole family! Free, with a license. glendaleaz.com/ParksandRecreation/BonsallPark.cfm

Challenger Space Center

Space out with camps and activities that are out of this world! azchallenger.org/camps.html

Cerreta Candy Company

Make the summer sweeter with a visit to our hometown candy factory. This summer you'll find summer special deals, free factory tours, and special hands-on activities and treats for Mother's Day, Father's Day and Christmas in July event. cerreta.com or 623-930-9000



Wildlife World Zoo

Your child will find a wild experience like no other at the Wildlife World Zoo camps. They'll be talking about it all summer long, especially getting up close and personal with a variety of animals including penguins and snakes! wildlifeworld.com/safari-camp-2017

Lake Pleasant

Just a short ride north, you'll find an oasis in the desert. Your whole family will get "on board" for the outdoor fun. From paddle boarding and nature hikes to boating and fishing, the possibilities are endless. maricopacountyparks.net/park-locator/lake-pleasant-regional-park and pleasantharbor.com

You can also find more information on what to see, do and eat in Glendale and the West Valley. Check out our website at visitglendale.com or call our Visitor Center at 623-930-4500.

Get moving at the
GLENDALE ADULT CENTER.
Exercise classes are available
Monday through Friday.

GLENDALE ADULT CENTER Ages 18+

5970 W. Brown St. | 623-930-4321

New Hours! Mon. - Thur.: 8 a.m. - 7 p.m., Fri.: 8 a.m. - 5 p.m., closed Sat. and Sun. Center hours and fees subject to change.

Whether you're looking for a challenging activity, such as a fitness program, or just a friendly place to spend time, the Glendale Adult Center is the place for you! We offer aerobics, dance, cards and games, Wii bowling, bingo, a lunch program and more! The center is open to both Glendale residents and non-residents ages 18+. To ensure that participants enjoy quality facilities and programming, a center membership fee is collected. The **\$40 (\$60 non-Glendale resident)** annual fee covers fitness, billiards, and helps off-set operations, staffing and programming expenses. To join us, just stop at the front desk to learn more membership benefits or get a tour of the facility.

The Glendale Adult Center is the perfect place to hold your special celebration. For room rental details, call 623-930-4328.

Additional Operating Hours:

Did you know the facility is now open later Monday through Thursday? Visit until 7 p.m. those days and use the following:

- fitness center
- billiards
- library
- computer lab

Fitness Activities at the Glendale Adult Center!

Fitness Center

Mon.-Thur.: 8 a.m. - 7 p.m.
Fri.: 8 a.m. - 5 p.m.

Orientation provided upon request

Exercise Programs

Cardio Moves
MWF ☉ 8:10 a.m.

Come join this fun, high energy, fat burning class with easy to follow routines. This cardio class is great way to start your day and it won't even feel like a workout.

Cardio Moves
MW ☉ 3:10 p.m.

Total Body
MWF ☉ 9:15 a.m.

Low impact aerobics/medium intensity followed by toning exercises using bands, balls, and hand weights. During the mat exercises, you may request alternative chair exercises that are just as effective.

Silver Sneakers Classic
MWF ☉ 10:30 a.m. & 1 p.m.



Have fun and move to music through a variety of exercises designed to increase muscular strength, range of movement and activity for daily living skills. Handheld weights, elastic tubing with handles and a ball are offered for resistance. A chair is used for seated and/or standing support.

Zumba Gold
MWF ☉ 2 p.m.

This class is for active older adults who are looking for a modified Zumba class that recreates the original moves you love at a lower intensity. Come ready to sweat and prepare to leave empowered and feeling strong!
Instructor: Cyndi Picker

Exercise Programs

T'ai Chi - Essentials
TU/TH ☉ 1 p.m.

Discover 5 easy to learn exercises taken directly from the Tai Chi form. Exercises are designed to help improve balance, relaxation, flexibility, strength, & body awareness. Adapted for people of all ages, especially those who do not want to learn the entire Tai Chi form, but still want the benefits.
Instructor: Charlie Gill

Zumba Toning
TU/TH ☉ 2:15 p.m.

This Zumba class will put extra emphasis on toning and sculpting to define muscles. Adding resistance using Zumba Toning Sticks (or light weights) helps you focus on specific muscle groups, so you (and your muscles) stay engaged! This class will enhance your sense of rhythm and coordination, while toning target zones, including arms, core and lower body.
Instructor: Cyndi Picker

Isshin-Ryu Karate
TU/TH ☉ 12 p.m.

Join the Karate for Lunch Bunch! Isshin-Ryu is a style of Okinawan karate founded and named by Tatsuo Shimabuku. Isshin-Ryu karate is largely a synthesis of Shorin-ryu karate, Goju-ryu karate, and kobudo. The name means, literally, "one heart way" (as in "wholehearted" or "complete"). **NO BODILY CONTACT OR SPARRING.**
Volunteer Instructor: John Legendre, working under the direction of Sensei Gary Spender.



Legislation Description

File #: 17-266, **Version:** 1

AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR ADVERTISING AND MEDIA SERVICES IN FISCAL YEAR 2016-17

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Purpose and Recommended Action

This is a request for City Council to ratify the expenditure of funds in the amount of \$87,262.57 for advertising placements using Madden Media to promote tourism in the City of Glendale in fiscal year (FY) 2016-17.

Background

To more effectively market and promote the City of Glendale as a major destination for tourism, conventions, and visitors, the department is responsible for a variety of marketing and advertising initiatives on an international, national and regional scale. These initiatives are primarily utilized by the City to promote patronage at Glendale's hotels, major sports facilities and venues, city retail destinations including locations such as Arrowhead Towne Center, Westgate Entertainment District, the Tanger Outlet stores, the Westgate Entertainment District, Historic Downtown Glendale, and community amenities such as Historic Sahuaro Ranch, Manistee Ranch, and the Thunderbird Conservation Park. Examples of these promotional and marketing initiatives would include ad placements in a wide variety of travel publications including the *Arizona Highways Magazine*, *Arizona State Visitor Guide*, *Valley Guide*, *Tucson Guide*, *Sports Destination Management*, *Arizona Business Magazine*, *El Imparcial* (Sonora, Mexico) and the *Travel Professional* magazine. In addition, Madden Media provided targeted digital advertising that included search engine marketing, prospecting and retargeting placements.

On April 13, 2017, the City Council approved a one-year contract to hire On Advertising, Inc., to consolidate and coordinate marketing and advertising efforts previously administered by city staff. In preparing this item, it was noted that previous advertising and media purchases from Madden Media in FY 16-17 in the amount of \$87,262.57 were budgeted, however, exceeded the City's procurement threshold for the purchase of services without a formal contract. It is necessary to request City Council ratification of these expenses.

Analysis

The increased exposure Glendale has received from the additional FY 16-17 advertising placements has continued to brand and market Glendale as a premier leisure and business travel destination. For example, a Google Marketing Campaign resulted in 454,582 impressions and 23,757 unique visitors to the VisitGlendale.com website from July 2016 to April 2017. Additionally, other digital advertising campaigns have generated 2,843,214 impressions from July 2016-April 2017. It is important to note that the average industry click-thru rates for digital campaigns is less than 2 percent. Over the past eleven months, the

partnership with Madden Media has garnered nearly a 12 percent click-thru rate for the Visit Glendale campaign.

The placements of Glendale advertising and marketing materials by Madden Media over the past year have resulted in a tremendous number of impressions and viewership via the *Arizona Official Visitors Guide* which has a distribution of 450,000; the *Phoenix Official Visitors Guide*, which reaches more than 2 million unique visitors annually; the *Valley Guide* which has a quarterly distribution of 60,000; the *Tucson Guide* which reaches 350,000 readers and the *Phoenix Destination Planner* which has a combined print and digital circulation of 10,000. In total, advertising purchased through Madden Media doubled the number of existing digital marketing ads, search engine marketing and site retargeting and prospecting.

Community Benefit/Public Involvement

Tourism is the largest export-industry in Arizona. According to the Arizona Office of Tourism, 42.1 million people visited Arizona in 2015 and collectively spent \$21 billion. Through the CVB’s efforts, Glendale’s hoteliers generated approximately \$47.26 million in gross hotel sales in calendar year 2016, which in turn generated additional revenue to the city in the form of the bed tax of approximately \$1,004,903. Of this amount, approximately \$690,479 is used to operate the Glendale Convention and Visitors Bureau, of which \$205,000 is budgeted for national and international advertising, promotion and media exposure.

Budget and Financial Impacts

The funding for these expenses is budgeted in the FY 16-17 Bed Tax and Tourism Professional Contractual budget 1000-14130-518200 and the Arizona Office of Tourism Revenue account (Proposition 302) 1840-32108-418600.

Cost	Fund-Department-Account
\$87,262.57	\$81,038.79 - 1840-32108-518200, Proposition 302 Professional Contractual; \$6,223.78 - 1000-14130-518200 City Bed Tax Professional Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0895
TOLL FREE: 800/444-8768
FAX: 520/322-9438
FEI # 76-0738649



Invoice 201606552

Customer 104171
Invoice Date 12/31/16

Bill To:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Lorraine Zomok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Start Date
C52317-5	08/08/16	TL	78338	Net 30 Days	01/30/17
Year	Program Code	Item	Unit Price	Extended Price	
2017 A17	AZOSVG	Full Page Ad	16065.00	16065.00	16065.00
Arizona Official State Visitors Guide-2017					
Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701					
NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid					
Total Amount Due After 01/30/17 will be \$16305.98					
Past due invoices are subject to a 1.5% monthly charge Payments will be applied to any unpaid Finance Charge First					
Total account balance including this invoice: \$36819.59					
				Nontaxable Subtotal	16065.00
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	16065.00

345 E. Toole Ave.
 Tucson, AZ 85701
 TELEPHONE: 520/322-0885
 TOLL FREE: 800/444-8768
 FAX: 520/322-9438
 FEI # 76-0738649



Invoice 201700212

Customer 104171
 Invoice Date 01/30/17

Bill To:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

Advertiser:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

ATTN: Lorraine Zornok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52389-1	05/28/16	TL	79414	Net 30 Days	03/01/17
Year	Program Code	Item	Unit Price	Extended Price	
2017 :04	GOVG	Full Page Ad	4000.00	4000.00	4000.00
2017 :03	GOVG	Sales Tax (computed 2.9%)	116.00	116.00	116.00
2017 :04	GOVG	Annual Map Usage Agreement Fee	1500.00	1500.00	1500.00
2017 :03	GOVG	Sales Tax	43.50	43.50	43.50
2017 :04	GOVG	Additional Ad Production Charges	2250.00	2250.00	2250.00
2017 :03	GOVG	Sales Tax (computed 8.1%)	182.25	182.25	182.25
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p> <p>OTE: Reader Service inquiries will not be mailed to past due accounts until paid</p> <p>Total Amount Due After 03/01/17 will be \$ 8275.24</p> <p>ast due invoices are subject to a 1.5% monthly charge yments will be applied to any unpaid Finance Charge First</p> <p>Total account balance including this invoice: \$36819.59 (continued)</p>					

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0895
TOLL FREE: 800/444-8768
FAX: 520/322-9438
FEI # 76-0738649



Invoice 201700212

Customer 104171
Invoice Date 01/30/17

Bill To:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Lorraine Zomok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52388-1	06/28/16	TL	79414	Net 30 Days	03/01/17
Year	Program Code	Item	Unit Price	Extended Price	
2017	GOVG	Early Delivery Freight Charges	61.20	61.20	
304					
Visit Glendale - Arizona					
Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701					
OTE: Reader Service inquiries will not be mailed to past due accounts until paid					
Total Amount Due After 03/01/17 will be \$ 8275.24					
Past due invoices are subject to a 1.5% monthly charge payments will be applied to any unpaid Finance Charge First					
Total account balance including this invoice: \$36819.59					
				Nontaxable Subtotal	8152.95
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	8152.95

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0895
TOLL FREE: 800/444-8768
FAX: 520/322-9438
FEI # 76-0738649



Invoice 201606223

Customer 104171

Invoice Date 12/20/16

Bill To:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Lorraine Zemok

Contract Number	Order Date	Subperson	Our Order Number	Terms	Due Date
C52317-7	08/08/16	TL	78887	Net 30 Days	01/19/17
Year	Program Code	Item	Unit Price	Extended Price	
2016 P05	POTG	Full-Page Ad	8954.75	8954.75	8954.75
2016 S03	POTG	SalesTax (computed 0.9%)	80.59	80.59	80.59
Phoenix Official Travel Guide 2016-2017-2016					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p>					
<p>NOTE: Reader Service inquiries will not be mailed to past due accounts until paid</p>					
<p>Total Amount Due After 01/19/17 will be \$ 9170.87</p>					
<p>Past due invoices are subject to a 1.5% monthly charge Payments will be applied to any unpaid Finance Charge First</p>					
<p>Total account balance including this invoice: \$36819.59</p>					
					9035.34
					0.00
					0.00
					9035.34

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0895
TOLL FREE: 800/444-8768
FAX: 520/322-9438
FEI # 76-0738649



Invoice 201604510

Customer 104171

Invoice Date 09/16/16

Bill To:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Lorraine Zemok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52317-1	06/23/16	TL	76655	Net 30 Days	10/16/16
Year	Program Code	Item	Unit Price	Extended Price	
2016 01	VG-FA	Full-Page Ad	3527.50	3527.50	
2016 33	VG-FA	SalesTax (computed 1.1%)	38.80	38.80	
Valley Guide Fall-2016					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p>					
<p>NOTE: Reader Service inquiries will not be mailed to past due accounts until paid</p>					
<p>Total Amount Due After 10/16/16 will be \$ 3619.79</p>					
<p><small>1.5% monthly charge Nontaxable Subtotal 3566.30 Taxable Subtotal 0.00 Tax 0.00 Total Invoice 3566.30</small></p>					
<p>Total account balance including this invoice: \$12657.48</p>					
<p>RECEIVED</p>					

OCT 11 2016

345 E. Toole Ave.
 Tucson, AZ 85701
 TELEPHONE: 520/322-0895
 TOLL FREE: 800/444-8788
 FAX: 520/322-9438
 FEI # 76-0738649



Invoice 201606274

Customer 104171
 Invoice Date 12/23/16

Bill To:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

Advertiser:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

ATTN: Lorraine Zemok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52317-2	06/27/16	TL	78856	Net 30 Days	01/22/17
Year	Program Code	Item	Unit Price	Extended Price	
2016 V04	VG-WI	Full-Page Ad	3527.50	3527.50	3527.50
2016 S03	VG-WI	SalesTax (computed 1.1%)	38.80	38.80	38.80
Valley Guide Winter 2016-17-2016					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p> <p>NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid</p> <p>Total Amount Due After 01/22/17 will be \$ 3619.79</p> <p>Past due Invoices are subject to a 1.5% monthly charge Payments will be applied to any unpaid Finance Charge First</p> <p>Total account balance including this invoice: \$36819.59</p>					
				Nontaxable Subtotal	3566.30
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	3566.30

345 E. Toole Ave
 Tucson, AZ 85701
 Telephone: 520/322-0895
 Toll Free 800/444-8768
 Fax 520/322-9438
 FEI #76-0738649



Invoice

CUSTOMER 104171
INVOICE DATE 1/20/2017

Bill To:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301

Advertiser:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301

Attn: Accounts Payable

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52317	6/27/2016	TL		Net 30 Days	2/20/2017
Year	Publication	Item	Unit Price	Extended Price	
2017	VGSP	Full Page Ad	3527.50	\$3,527.50	
		Sales Tax	\$38.80	\$38.80	
Valley Guide Spring 2017					
				Nontaxable Subtotal	\$ 3,566.30
				Taxable Subtotal	\$ -
				Tax	\$ -
				Net Amount	\$3,566.30

Payments will be applied to any unpaid Finance Charge First
 Past due invoices are subject to a 1.6% monthly charge

345 E. Toole Ave
 Tucson, AZ 85701
 Telephone: 520/322-0895
 Toll Free 800/444-8768
 Fax 520/322-9438
 FEI #76-0738649



Invoice

CUSTOMER 104171
 INVOICE DATE 1/20/2017

Bill To:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301

Advertiser:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301

Attn: Accounts Payable

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52317	8/27/2016	TL		Net 30 Days	2/20/2017
Year	Publication	Item	Unit Price	Extended Price	
2017	VGSU	Full Page Ad	3527.50	\$3,527.50	
		Sales Tax	\$38.80	\$38.80	
Valley Guide Summer 2017					
				Nontaxable Subtotal	\$ 3,566.30
				Taxable Subtotal	-
				Tax	-
				Net Amount	\$ 3,566.30

Payments will be applied to any unpaid Finance Charge First
 Past due invoices are subject to a 1.5% monthly charge

345 E. Toole Ave.
 Tucson, AZ 85701
 TELEPHONE: 520/322-0895
 TOLL FREE: 800/444-8768
 FAX: 520/322-9438
 FEI # 76-0738649



Invoice 201604328

Customer 104171
 Invoice Date 09/08/16

Bill To:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

Advertiser:
 Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

ATTN: Lorraine Zomok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52248-1	06/14/16	TL	78851	Net 30 Days	10/08/16
Year	Program Code	Item	Unit Price	Extended Price	
2016	TG-FaWi	Half-Page Ad	2854.00	2854.00	2954.00

Tucson Guide Fall-Winter-2016

Please write check payable to:
 "MADDEN MEDIA"
 345 E. Toole Ave
 Tucson, AZ 85701

NOTE: Reader Service inquiries will not be mailed to past due accounts until paid

Total Amount Due After 10/08/16 will be \$ 2998.31

all due invoices are subject to a 1.5% monthly charge
 payments will be applied to any unpaid Finance Charge First

Total account balance including this invoice: \$9091.18

RECEIVED

Non-taxable Subtotal 2954.00
 Taxable Subtotal 0.00
 Tax 0.00
 Total invoice 2954.00

345 E. Toole Ave.
 Tucson, AZ 85701
 TELEPHONE: 520/322-0895
 TOLL FREE: 800/444-8768
 FAX: 520/322-9438
 FEI # 76-0738649



Invoice 201701138

Customer 104171

Invoice Date 03/13/17

Bill To:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

Advertiser:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

ATTN: Lorraine Zomok

Contract Number C52248-2	Order Date 06/15/16	Salesperson TL	Our Order Number 80134	Terms Net 30 Days	Due Date 04/12/17
Year 2017	Program Code TG-SpSu	Item Half-Page Ad	Unit Price 2945.00	Extended Price 2945.00	

Tucson Guide Spring-Summer-2017

Please write check payable to:
"MADDEN MEDIA"
 345 E. Toole Ave
 Tucson, AZ 85701

NOTE: Reader Service inquiries will not be mailed to past due accounts until paid

Total Amount Due After 04/12/17 will be \$ 2989.18

Net due invoices are subject to a 1.5% monthly charge
 payments will be applied to any unpaid Finance Charge First

Total account balance including this invoice: \$39953.61

Nontaxable Subtotal 2945.00
 Taxable Subtotal 0.00
 Tax 0.00
 Total Invoice 2945.00

345 E. Toole Ave.
 Tucson, AZ 85701
 TELEPHONE: 520/322-0895
 TOLL FREE: 800/444-8768
 FAX: 520/322-9438
 FEI # 76-0738649



Invoice 201604572

Customer 104171
 Invoice Date 09/21/16

Bill To:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

Advertiser:

Visit Glendale
 5800 W Glenn Dr Ste 140
 Glendale, AZ 85301
 USA

ATTN: Lorraine Zomok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C48477-10	03/07/16	TL	78822	Net 30 Days	10/21/16
Year	Program Code	Item	Unit Price	Extended Price	
2016	PDPG	Full Page Formatted Ad	6015.00	6015.00	6015.00
2016	PDPG	SalesTax (computed 0.5%)	30.08	30.08	30.08
S03					
Phoenix Destination Planner Guide 2016-2017-2016					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p> <p>NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid</p> <p>Total Amount Due After 10/21/16 will be \$ 6135.76</p> <p>Past due Invoices are subject to a 1.5% monthly charge Payments will be applied to any unpaid Finance Charge First</p> <p>Total account balance including this invoice: \$43519.91</p>					
				Nontaxable Subtotal	6045.08
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	6045.08

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0895
TOLL FREE: 800/444-8768
FAX: 520/322-9438
FEI # 76-0738649



Invoice 201603471

Customer 104171
Invoice Date 07/07/16

Bill To:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
5800 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Lorraine Zernok

Contract Number	Order Date	Salesperson	Our Order Number	Terms	Due Date
C52381-2	06/28/16	TL	75946	Net 30 Days	08/06/16
Year	Program Code	Item	Unit Price	Extended Price	
2016	HOS-AZ	Site Retargeting	3600.00	3600.00	
SUAZTU					
Hyperlocal Online Solutions - Arizona Media Engagement Mgmt 2016					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p> <p>NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid</p> <p>Total Amount Due After 08/06/16 will be \$ 3654.00</p> <p>† All due invoices are subject to a 1.5% monthly charge ‡ Payments will be applied to any unpaid Finance Charge First</p> <p>Total account balance including this invoice: \$31366.30</p>					
				Non-taxable Subtotal	3600.00
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	3600.00

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/322-0085
TOLL FREE: 800/444-0758
FAX: 520/322-0458
FBI # 76-07388-68



Invoice 201603470

Customer 104171
Invoice Date 07/07/16

BILL TO:

Visit Glendale
8900 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

Advertiser:

Visit Glendale
8900 W Glenn Dr Ste 140
Glendale, AZ 85301
USA

ATTN: Larrissa Zusak

Contract Number	Order ID	Salesperson	Our Order Number	Terms	Due Date
C552381-1	0628816	TL	7898	Net 30 Days	06/09/16
Year	Program Code	Item	Unit Price	Extended Price	
2016	HOS-AZ	Search Engine Marketing	14400.00	14400.00	
<p>Hyperlocal Online Solutions - Arizona Media Engagement Mgmt 2016</p>					
<p>Please write check payable to: "MADDEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p>					
<p>NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid</p>					
<p>Total Amount Due After 06/09/16 will be \$14618.00</p>					
<p><small>Post due invoices are subject to a 1.8% monthly charge Payments 1-31 are applied to any unpaid Finance Charge First</small></p>					
<p>Total account balance including this invoice: \$31306.38</p>					
				Non-taxable Subtotal	14400.00
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	14400.00

345 E. Toole Ave.
Tucson, AZ 85701
TELEPHONE: 520/523-0896
TOLL FREE: 800/444-8709
FAX: 520/522-9438
FBI # 76-4738049



Invoice 201603472

Customer 104171
Invoice Date 07/07/16

Bill To:

Vault Glendale
6900 W Glenn Dr Bldg 140
Glendale, AZ 85201
USA

Advertiser:

Vault Glendale
6900 W Glenn Dr Bldg 140
Glendale, AZ 85201
USA

ATTN: Lorraine Zornick

Contract Number	Order Date	Advertiser	Est. Order Number	Terms	Due Date
CS3281-S	06/28/16	TL	78947	Net 30 Days	08/08/16
Year	Program Code	Item	Unit Price	Extended Price	
2016	H08-AZ	Display Advertising	9800.00	9800.00	
6M4ZTU		Hyporlocal Online Solutions - Arizona Media Engagement Mgmt 2016			
<p>Please write check payable to: "MADSEN MEDIA" 345 E. Toole Ave Tucson, AZ 85701</p> <p>NOTE: Reader Service Inquiries will not be mailed to past due accounts until paid Total Amount Due After 08/08/16 will be \$ 9647.50</p> <p>Past due invoices are subject to a 1.5% monthly charge Payments will be applied to any unpaid Finance Charge First</p> <p>Total account balance including this invoice: \$31566.30</p>					
				Nonflexible Subtotal	9800.00
				Flexible Subtotal	0.00
				Tax	0.00
				Total Invoice	9800.00



Legislation Description

File #: 17-254, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL

Staff Contact: Brian Friedman, Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into an agreement with the Greater Phoenix Economic Council (GPEC) for FY 2017-18 in the amount of \$104,527 for participation in, and support of, GPEC's regional economic development program to attract quality businesses for our community.

Background

The City of Glendale has had an agreement continuously with GPEC since 1989 reflecting the spirit of regional cooperation and enhancing the city's ability to draw upon the greater region for support of Glendale's economic development initiatives. GPEC promotes the region to a broad variety of national and international companies, and generates editorial reports and advertisements in markets the city could not otherwise secure. GPEC represents Maricopa County and 23 member cities to promote economic development and create jobs for the greater region. In addition, GPEC represents issues on behalf of its members at the Arizona State Legislature and supports multiple member committees with various objectives that serve to make the region more attractive to companies interested in expansion or relocation. Over the past decade, GPEC has expanded their scope of services to include emphasis on international markets, direct outreach to companies in competitor markets, and competitive policy analysis. GPEC also features individual pages on its website for every member community including Glendale, allowing the city to provide tailored information on its page. This page provides an introduction and first impression for many in the site selection community

Through this agreement, GPEC will continue to market Glendale and generate qualified business and industry prospects within targeted economic industries including advanced business services, aerospace and defense, emerging technologies, healthcare and biomedical, manufacturing and logistics, mission critical operations, and software among other industries. In many cases, the prospects elect to work directly with a regional economic council to consider all available options in the region; and due to the highly competitive nature of these industries, it allows the organizations to remain anonymous. On average, GPEC posts approximately 60 leads per year that are shared exclusively with all member cities for consideration.

Analysis

GPEC calculates the cost of the agreement on a per capita basis for each community. For FY 2016-17, the per capita rate was \$0.4397; the FY2016-17 annual contract cost was \$103,227 based on a population estimate of 234,766. GPEC has held the per capita rate steady at \$0.4397 for FY2017-18. Glendale's 2016 population estimate is 237,723, making the cost for the FY 2017-18 agreement \$104,527. The cost for continuing this agreement was included in the development of the FY 2017-18 operational budget.

To date this fiscal year GPEC generated a total of 51 leads, and Glendale met the criteria and responded to 32 of those by providing demographic information, letters of interest, or participating in site visits. Through the partnership between City of Glendale and GPEC, H&M Metal Processing selected Glendale as the location of its new facility this fiscal year. Additionally, a previous GPEC locate, Alaska USA Federal Credit Union has made a substantial investment in Glendale by purchasing the long vacant 185,000-square foot Talavi Tech building for \$17 million and a 5,100-square foot stand-alone bank branch for \$1.8 million. As part of this project Alaska USA Federal Credit Union will be creating hundreds of new jobs in Glendale. We currently have other GPEC prospects in progress and appreciate our long-standing partnership.

Since FY 2007-08, Glendale has successfully located eight major projects that began as GPEC prospects and continue to operate in Glendale, contributing an estimated 385,400 square feet of development, 945 jobs in addition to the several hundred anticipated from Alaska USA Federal Credit Union’s expansion, and \$32.85 million capital investment as shown in the table below. In addition, based on economic impact studies conducted on each of these projects it is estimated that the GPEC locates generate on average \$1,431,993 in new annual revenue for the city’s General Fund. These projects that Glendale and GPEC collaborated on provide an approximate 13.7:1 return on investment.

Year	Company	Sq. Ft.	Jobs	Capital Investment
2008	In-House Assist (Pathways)	13,000	60	\$ 1,000,000
2010	Linimar (SkyJax)	76,000	75	\$ 3,500,000
2011	Alaska Federal Credit Union	26,500	80	\$ 5,000,000
2013	Zytech	19,000	300	\$ 500,000
2013	Terminix	32,800	300	\$ 1,500,000
2016	Davis Research	8,000	80	\$ 750,000
2017	H&M Metal Processing	20,000	50	\$ 2,500,000
2017	Alaska Federal Credit Union	190,100	TBD*	\$18,100,000
		385,400	945+	\$32,850,000

**Numbers are in the process of being finalized*

GPEC and the Office of Economic Development are also in the process of developing a strategy, leveraging GPEC’s extensive strategic planning abilities, to attract new office development to the city to address the increasing need for larger Class A office space citywide, especially along the Loop 101 area.

Previous Related Council Action

Council has consistently appropriated funds for membership in GPEC since 1989.

Community Benefit/Public Involvement

The historical return on investment that Glendale has received as a result of this agreement has created a positive direct impact on the city’s General Fund revenue. In addition, participation as a GPEC member organization provides greater economic growth within the city by generating prospective leads for new businesses, and ultimately creates more employment opportunities for our citizens thereby enhancing the quality of life for Glendale residents.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$104,527	1000-16025-529000, Memberships & Subscriptions

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF GLENDALE
City Contract No. _____**

The City Council of the CITY OF GLENDALE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2017 - June 30, 2018 (“FY2018”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A copy of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or

activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. PERFORMANCE TARGETS:

1. Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2017.
2. In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. STAFF SUPPORT OF GPEC EFFORTS: The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies,

work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$104,527.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2018, as set forth in this Agreement. This amount is based on approximately \$.4397 per capita, based upon the 2016 Office of Employment and Population Statistics, Arizona Department of Administration population estimates, which listed the City as having a population of **237,723**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.
4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2017, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2018. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2019 contract.
3. The City agrees to work with GPEC during FY2018 to develop a revised public sector funding plan, including a regional allocation formula for FY2019, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Glendale which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- E. INDEMNIFICATION AND HOLD HARMLESS:**
 1. During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC.
 2. Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

3. Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.
- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
 3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or new materials.
 4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.
- I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC, and on behalf of any subcontractor GPEC has engaged to perform work for the City under this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
2. GPEC understands and acknowledges that any breach of warranty under subsection I(1) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
3. The City retains the legal right to inspect the papers of GPEC or any subcontractor who performs work for the City under this Agreement to ensure that GPEC or any such subcontractor is compliant with the warranty under subsection I(1) above.
4. City may conduct random inspections, and upon request of the City, GPEC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection I(1) above. GPEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the City's exercise of its statutory duties and not deny access to GPEC's business premises or applicable papers or records for the purposes of enforcement of this subsection.
5. GPEC agrees to incorporate into any subcontracts in performance of work under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. GPEC also agrees to require any such subcontractor to incorporate into each of its own subcontracts in performance of work under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
6. GPEC's warranty and obligations under this entire subsection I 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 is no longer a requirement.
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.
8. GPEC certifies, under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

J. TERMINATION. City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.**
1. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Brian Friedman
Economic Development Director
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2984

with a copy to: Michael Bailey
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

2. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this subsection.

Q. TRANSACTIONAL CONFLICT OF INTEREST. All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. NONLIABILITY OF OFFICIALS AND EMPLOYEES. No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. NO THIRD PARTY BENEFICIARIES. No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

1. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

- Exhibit A – GPEC Action Plan
- Exhibit B – GPEC Performance Measures
- Exhibit C – Targeted Industries
- Exhibit D – Reporting Mechanism for Contract Fulfillment
- Exhibit E – Insurance Requirements
- Exhibit F – Regional Cooperation Protocol

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

3. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2017.

CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

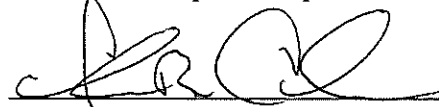
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation



Chris Camacho
President & Chief Executive Officer

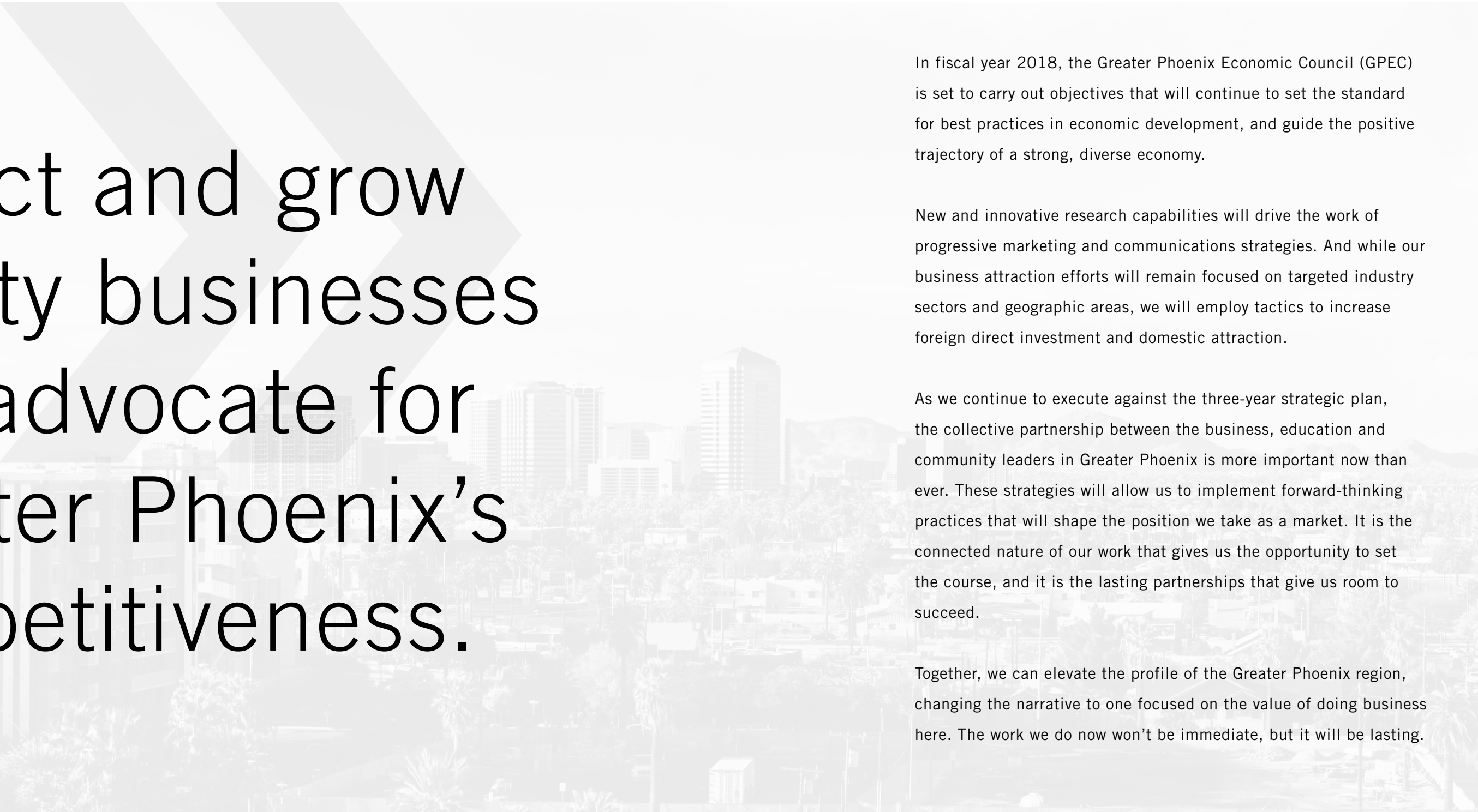
ERNST & YOUNG

GREATER PHOENIX ECONOMIC COUNCIL **ACTION PLAN**

FISCAL YEAR 2018



Greater Phoenix
ECONOMIC COUNCIL



Attract and grow
quality businesses
and advocate for
Greater Phoenix's
competitiveness.

GPEC MISSION

A LETTER FROM CHRIS CAMACHO

President & CEO, Greater Phoenix Economic Council

In fiscal year 2018, the Greater Phoenix Economic Council (GPEC) is set to carry out objectives that will continue to set the standard for best practices in economic development, and guide the positive trajectory of a strong, diverse economy.

New and innovative research capabilities will drive the work of progressive marketing and communications strategies. And while our business attraction efforts will remain focused on targeted industry sectors and geographic areas, we will employ tactics to increase foreign direct investment and domestic attraction.

As we continue to execute against the three-year strategic plan, the collective partnership between the business, education and community leaders in Greater Phoenix is more important now than ever. These strategies will allow us to implement forward-thinking practices that will shape the position we take as a market. It is the connected nature of our work that gives us the opportunity to set the course, and it is the lasting partnerships that give us room to succeed.

Together, we can elevate the profile of the Greater Phoenix region, changing the narrative to one focused on the value of doing business here. The work we do now won't be immediate, but it will be lasting.

METRICS AND BUDGET

	FY18		
	CONTRACT	TARGET	STRETCH
Payroll (in Millions)	\$326.60	\$359.26	\$413.15
Jobs	6,919	7,611	8,753
High Wage Jobs ¹	2,698	2,968	3,413
Average High Wage Salary	\$52,810	\$58,678	\$67,480
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists ²	10	12	14

FOOTNOTES FOR THE METRICS:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,700).
2. GPEC Assist: Companies that located in the region for which GPEC provided assistance that do not qualify as a locate, due to project size, for example; and would otherwise be listed as "non-reported locates." This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

REVENUES	FY 2017 FORECAST	% OF TOTAL	FY 2018 BUDGET	% OF TOTAL	FY 2017 BUDGET	\$ CHANGE	% CHANGE
Public Funds	\$2,302,935	42.0%	\$2,329,000	42.7%	\$2,302,900	\$26,100	1.1%
Private Funds	2,545,000	46.4%	2,707,000	49.7%	2,545,000	162,000	6.4%
New Pledge Revenue	254,500	4.6%	250,000	4.6%	250,000	-	0.0%
In-Kind Pledges	77,000	1.4%	64,500	1.2%	77,000	(12,500)	(16.2%)
Events & Programs	103,600	1.9%	99,700	1.8%	99,700	-	0.0%
Sponsorships	114,369	2.1%	-	0.0%	50,000	(50,000)	(100.0%)
Grant Income	50,085	0.9%	-	0.0%	185,000	(185,000)	(100.0%)
Other	34,287	0.6%	1,300	0.0%	1,300	-	0.0%
TOTAL REVENUES	\$5,481,776	100.0%	\$5,451,500	100.0%	\$5,510,900	\$(59,400)	(1.1%)

OPERATING EXPENDITURES							
Business Development	405,947	8.0%	384,900	7.0%	454,600	(69,700)	(15.3%)
Marketing	182,665	3.6%	226,400	4.1%	215,100	11,300	5.3%
External Relations	247,425	4.9%	272,500	4.9%	272,600	(100)	(0.0%)
Research & Strategy	110,986	2.2%	190,200	3.4%	192,600	(2,400)	(1.2%)
Resource Management	260,481	5.1%	324,300	5.9%	218,200	106,100	48.6%
Personnel	3,071,394	60.4%	3,070,700	55.5%	3,318,600	(247,900)	(7.5%)
Facilities	447,133	8.8%	877,000	15.9%	512,300	364,700	71.2%
In-Kind	77,000	1.5%	64,500	1.2%	77,000	(12,500)	(16.2%)
Events & Programs	231,071	4.5%	120,000	2.2%	190,000	(70,000)	(36.8%)
TOTAL OPERATING EXPENDITURES	5,034,103	99.0%	5,530,500	100.0%	5,451,000	79,500	1.6%

NON-OPERATING EXPENDITURES							
Grant Expenses	50,085	1.0%	-	0.0%	-	-	100.0%
Total Expenses	\$5,084,188	100.0%	\$5,530,500	100.0%	\$5,451,000	\$79,500	1.5%
Net Gain (Loss)	\$397,588		\$(79,000)		\$59,900	\$(138,900)	
Less: Capital Expenditures	(81,000)		(15,000)		(95,000)	80,000	
Amortization of Deferred Rent	(64,000)		(110,000)		(63,600)	(46,400)	
Amortization of Capital Leases	(10,500)		-		(10,500)	10,500	
Add: Depreciation	26,000		436,200		50,300	385,900	
Changes from Operating Activities	-		41,125		12,400	28,725	
Net Cash Flows	268,088		273,325		(46,500)	319,825	
Beginning Cash	1,669,000		1,937,088		1,765,000	172,088	
ENDING CASH	\$1,937,088		\$2,210,413		\$1,718,500	\$491,913	

ACTION ITEMS AND FY2018 MILESTONES

01

SUMMARY

The core mission of GPEC to lead business attraction for Greater Phoenix will be supported by cutting-edge research and analytics methodologies as a way to increase new leads and drive deal flow.

Develop and utilize unique analytic tools and methodologies to drive both marketing approaches and identification of business development outreach targets.

TACTICS

- Develop and implement a data analytics model to drive better marketing approaches as well as business attraction strategies
- With the support of research, continue the work of the Corporate 100 Program – which is focused on connecting with companies in GPEC’s targeted industries in the Greater Phoenix region with headquarters outside the market.
- Conduct an evaluation of the industries that make up Greater Phoenix’s base, to align our attraction strategies with the industries that will drive the region’s future growth.
- Partner with the innovation and entrepreneurial ecosystem in Greater Phoenix to promote the innovation activity in the market to key venture capital firms as a channel for business development

MEASURES AND MILESTONES

- 45% of prospects sourced through GPEC direct prospect generation
- Implement an analytics-driven business attraction model
- Analysis conducted of the region’s current industry sectors, with recommendations for realignment of newly identified target industries

STRATEGIC PLAN OBJECTIVES

- Attract more scalable enterprises in advanced industries



02

Advance competitiveness priorities through regional collaboration

SUMMARY

Partnering with stakeholders in the public and private sector, GPEC will convey key messaging related to competitiveness issues.

TACTICS

- As a result of the recommendations of the Competitiveness Council, inform key decision makers on necessary and relevant tools, and economic development programs related to competitiveness, focused on enhancing regional economic dynamism through intensifying innovation, and modern infrastructure
- Advocate for a coordinated and industry-driven regional workforce system with emphasis on career pathways for middle and high-skilled workers by supporting PEI's focus on workforce development, through stakeholder engagement and social outreach
- Build support for regional economic development issues – including transportation, entrepreneurship, and trade – across peer organizations with united messaging on key issues

MEASURES AND MILESTONES

- Conduct ongoing meetings with identified top influencers in the region
- Generate a strategy for using key market leaders as conduits to emerging companies in the region
- Partner with or lead 3 regional events focused on the innovation ecosystem, such as Venture Madness or Startup Week

STRATEGIC PLAN OBJECTIVES

- Lead collaboration across peer organizations to leverage complementary assets and strengthen coordinated action
- Promote innovation and commercialization to support an advanced industry ecosystem
- Advocate for workforce development initiatives to support the growth of advanced industries
- Engage state and local policymakers on new economic development and competitiveness concepts

03

Partner with GPEC's member communities to evaluate community planning necessary for future projects, and enhance industry selling strategies through the development of cohesive messaging around the region's unique value propositions

SUMMARY

Together with the communities, GPEC will focus on key industry verticals in the Greater Phoenix region and refine the business development team's abilities to craft relevant narratives for business attraction.

TACTICS

- Continue the Community Partnership Program to develop and inform cohesive regional economic development strategies
- Refine current and new use cases, value propositioning and industry diversification strategies
- Partner with the communities to mobilize strategic opportunities identified in Market Intelligence reports

MEASURES AND MILESTONES

- Develop co-branded high impact district marketing pieces with communities as an outcome of CPP meetings
- Create and convey regional selling strategies across GPEC member communities
- Work with the member communities to respond to threats and opportunities discovered in Market Intelligence reports

STRATEGIC PLAN OBJECTIVES

- Refine the consultative model with a focus on specialized expertise and knowledge
- Partner with communities to deploy a regional Market Intelligence system

04

Target key audiences through strategic media placement and digital platforms to enhance Greater Phoenix's brand and drive lead generation for business attraction

SUMMARY

Digital marketing strategies will be deployed to elevate GPEC's outreach and business attraction efforts.

TACTICS

- Optimize the website to drive performance and lead generation
- Employ a marketing campaign focused on California, specific to high-growth and technology-based companies
- Implement lead-generation marketing through digital campaigns to increase direct sourced leads
- Continue a national and international media strategy around promoting the Greater Phoenix market position

MEASURES AND MILESTONES

- Deploy responsive content specific to California users on GPEC's website
- Increase the average user session duration on the GPEC website
- Launch a regional blog to enhance market position and thought leadership presence

STRATEGIC PLAN OBJECTIVES

- Engage targeted audiences through digital platforms to generate leads and establish GPEC as a thought leader and brand the region as a location of choice for Foreign Direct Investment

05

Implement strategies to heighten recognition of the Greater Phoenix region in targeted industries and markets identified by the Metro Phoenix Global Investment Plan

SUMMARY

Execution of the campaign, *The Connected Place*, to promote Greater Phoenix, USA globally.

TACTICS

- Conduct an outbound business attraction strategy focused on Internet of Things (IoT) and sensor technology enabled companies both nationally and internationally
- Enhance relationships with the region's largest trading partners to increase foreign direct investment (FDI)
- Brand the region as a hub for IoT and sensor enabled technology companies
- Engage existing IoT and sensor companies in the region to leverage international market connections

MEASURES AND MILESTONES

- Establish a baseline for IoT and sensor industry prospects
- Increase website visits to theconnectedplace.org
- Implementation of the FDI aftercare program
- Development of the Global Partnership Program
- Increase international traffic to GPEC website

STRATEGIC PLAN OBJECTIVES

- Brand the region as a location of choice for Foreign Direct Investment



LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC’s councils and advisory groups help shape the organization’s key initiatives, leverages connections to further job creation and competitiveness efforts and supports the implementation of programs.

GPEC NEXT LEADERSHIP COUNCIL
 Advises GPEC leadership and the board on the development of the strategic plan, annual action plan and metrics, and the Washington, D.C. Executive Mission.

COMMUNITY BUILDING CONSORTIUM
 Applies collective commercial real estate experience to help capture business development opportunities and increase the region’s transactional capabilities.

MAYORS AND SUPERVISORS COUNCIL
 Convenes mayors of GPEC communities and county supervisors for regular updates on strategic initiatives.

INTERNATIONAL LEADERSHIP COUNCIL
 Advises on the direction and implementation of GPEC’s export and foreign direct investment efforts, and provides guidance to increase program impacts.

ECONOMIC DEVELOPMENT DIRECTORS TEAM
 Advises the GPEC President & CEO, and staff on local economic development trends, offers insight on the pulse of city and town councils, and partners with GPEC to finalize location decisions.

HEALTHCARE INNOVATION COUNCIL
 Works to advance healthcare and bioscience initiatives for the region and establish Greater Phoenix as a center of excellence, anchored by innovative assets and world-class leadership.

GOVERNANCE >>

BOARD OF DIRECTORS
 Provides oversight of the organization and helps shape GPEC’s influence as a regional thought leader.

EXECUTIVE COMMITTEE
 Acts on behalf of the board of directors, advising on strategic direction and overall performance of annual goals.

BOARD-LEVEL COMMITTEES

PERFORMANCE COMMITTEE
 Evaluates the performance of the organization and the President & CEO.

AMBASSADORS

At the foundation of GPEC’s engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business climate improvement and business development efforts.

Ambassadors help communicate, educate, and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

CERTIFIED AMBASSADORS

Ambassadors who meet certain qualifications become certified to serve as an extension of the GPEC team and are given the opportunity to interface more closely with GPEC’s staff and board on program initiatives and mission-critical efforts.

AMBASSADOR STEERING COMMITTEE

Advises on strategic direction of the Ambassadors Program; designs activities relevant to and in support of GPEC’s mission; and, serves as a sounding board for emerging initiatives and supports implementation of programs.

AUDIT COMMITTEE

Assesses internal controls and oversees auditors and the annual audit.

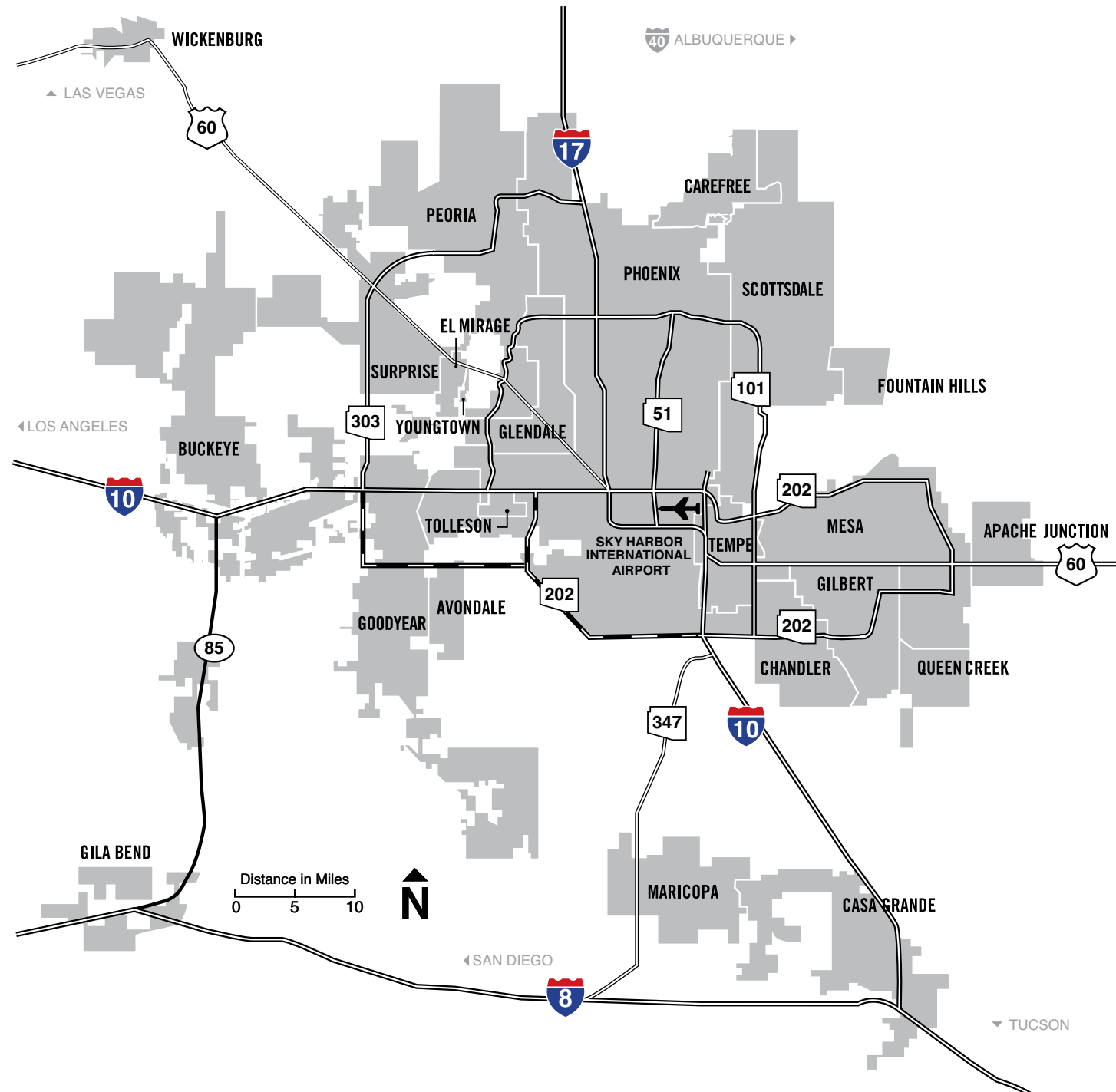
NOMINATING COMMITTEE

Nominates the at-large directors and board officers, and recommends candidates to the board for approval, based on nominations received from mayors and supervisors of member communities.

FINANCE COMMITTEE

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.

MEMBER COMMUNITIES



CHAIRMAN'S COUNCIL



CORPORATE COUNCIL



EXECUTIVE COUNCIL



DIRECTORS' COUNCIL

American Airlines	Chicanos Por La Causa	Freeport McMoRan	Mayo Clinic	Polsinelli PC
Arizona Cardinals	CBRE	Copper & Gold	MidFirst Bank	Quarles & Brady
Arizona Diamondbacks	Cousins Properties	Goodwill of CentralArizona	Mortenson	RED Development
Bank of America	Dignity Health	Intel Corporation	Northern Trust	Republic Media
Banner Health	DMB Associates	Kitchell	OH Partners	Squire Patton Boggs
BBVA Compass	Empire Southwest	Knight Transportation	Perkins Coie LLP	University of Phoenix
Cancer Treatment Centers of America	Ernst & Young	Maracay Homes	Phoenix Suns	Valley Metro

LEADERSHIP COUNCIL

Aetna	D.L. Withers Construction	Jones Lang LaSalle	Renaissance Companies	TruPath
Alexander Building Company	Daedalus Real Estate Advisors	Kutak Rock	Rose Law Group	Turner Construction
Atmosphere Commercial Interiors	Deloitte	Layton Construction	Ryan Companies	University of Arizona
BDO	Deutsch Architecture Group	Lee & Associates	Savills-Studley	UPS
Blue Cross Blue Shield of Arizona	El Dorado Holdings	Lewis Roca Rothgerber	Siemens	USAA
BMO Harris Bank	Equity Health	Liberty Property Trust	Skanska USA Building	US Bank
Bryan Cave	Gammage & Burnham	Mainstreet	SmithGroup	VanTrust Real Estate
Brycon Construction	Goodmans Interior Structures	M+W Group	Snell & Wilmer	ViaWest Group
Caliente Construction	Green Loop Solutions	Meritage Homes	Southwest Gas Corporation	Ware Malcomb
Celgene Corporation	Hensley	Nationwide Realty Investors	Southwest Airlines	Weitz Company
CenturyLink	Hines	Newmark Grubb Knight Frank	Sunbelt Holdings	Wespac Construction
Colliers International	Homeowners Financial Group	Okland Construction	The Plaza Companies	Willmeng Construction
Crescent	Honeywell	Opus Development Company	Transwestern Commercial Services	Wist Office Products
CrownDistributing	JE Dunn Construction	Phoenix Children'sHospital	Tratt Properties	
Cushman & Wakefield			TriWest Healthcare Alliance	

AMBASSADOR

3rd Story Architecture	BNSF	Coe & Van Loo Consultants	Holualoa Companies	Midwestern University
Air Products & Chemicals	Bristol Global Mobility	Corporate Interior Systems	IRIS USA	MSS
Archicon L.C. Architecture	Bury	CoStar Group	Johnson Carlier	On Q Financial
Arizona Business Bank	Cenlar	Dircks Moving & Logistics	Keyser	Osborn Maledon
Arizona Community Foundation	Central Arizona Commerce Park	DIRTT	KTAR	Resolution Copper Mining
Avnet	CKS Advisors	Grant Thornton	Landmark Companies	St. Clair Technologies
	Clarius Partners		Macerich	Sunstate Equipment Company
	Clark Hill PLC		Merit Partners	



2 N. Central Ave.
Suite 2500
Phoenix, AZ 85004
602.256.7700
gpec.org

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2018

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$326.60M
2. Total Number of Jobs Created	6,919
3. Total Number of High-Wage Jobs¹	2,698
4. Average High-Wage Salary	\$52,810
5. GPEC Assists²	10
6. Number of Qualified Prospects	229
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,700).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

EXHIBIT C

TARGETED INDUSTRIES FY2018

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2018, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; high-density residential

Avondale

Financial business services, manufacturing, amateur sports, tourism and hospitality, healthcare/medical services, emerging technology and innovation, corporate regional headquarters

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear

Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa

Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology
Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek

Agritainment/agribusiness; healthcare and biotechnology; higher education; software and information technology; manufacturing

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2018

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits also listed below.

1. Commercial General Liability – Shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent contractors, and broad form contractual coverage.

Each Occurrence	\$2,000,000
Personal and Advertising	\$2,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$1,000,000

2. Automobile Liability – ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9) Bodily Injury and Property Damage – Combined Single Limit Per Accident \$1,000,000

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Deductibles and Self-Insured Retentions. Any deductible or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

C. **Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability**

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. **Workers' Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

- D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.
- E. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. "Best's" rating of not less than A-:VII, unless otherwise acceptable to the City. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

EXHIBIT F
Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.
11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.



Legislation Description

File #: 17-262, Version: 1

AUTHORIZATION TO REVISE HR POLICY 401 REMOVING COLUMBUS DAY AS A RECOGNIZED CITY HOLIDAY

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

Purpose and Recommended Action

This is a request for City Council to authorize the revision of Human Resources Policy #401 to remove Columbus Day as a recognized City holiday. This change will result in City offices being open for business on the Columbus Day holiday and will provide employees with a floating holiday.

Background

In the March 7, 2017 workshop, Human Resources presented the Mayor's Council Item of Special Interest to review with Council the organizational impact of keeping City offices open for business on Columbus Day and providing a floating holiday for City employees. Human Resources also provided benchmark data reflecting what other valley cities have done regarding the Columbus Day holiday.

After review of the information presented, Council directed that Human Resources go through the process of revising HR Policy #401 to remove Columbus Day as a recognized City holiday and provide City employees with a floating holiday.

Analysis

The Human Resources Department conducted an internal survey of all departments to determine the impact of having City offices remain open on Columbus Day and providing employees with a floating holiday. The survey reflected that this change would have little or no financial or service impact to the organization.

Human Resources also researched valley benchmark cities and found that none of the following cities recognized Columbus Day as a City holiday by closing their offices:

Avondale	Peoria
Chandler	Phoenix
Gilbert	Scottsdale
Goodyear	Surprise
Mesa	Tempe

Human Resources revised HR Policy #401 to remove Columbus Day as a City holiday and provide a floating holiday for employees. On May 17, 2017, the Personnel Board was convened to review the policy changes. The Personnel Board provided consensus to move forward with removing Columbus Day as an official holiday from HR Policy #401.

Previous Related Council Action

On March 7, 2017, this item was presented to Council as the Mayor's Council Item of Special Interest. At that time, Council gave direction to move forward with changing HR Policy #410 to remove Columbus Day as an official City holiday, for City offices to remain open on that day and for employees to receive a floating holiday in lieu of having Columbus Day off.

Community Benefit/Public Involvement

Having City offices open on Columbus Day provides an additional day of service for our citizens and stakeholders.

7. Official Holiday Leave

- a. The following are the official holidays for all regular status and probationary employees, including those on an approved leave of absence who are receiving pay during the pay period in which the holiday falls. These are the paid holidays unless otherwise indicated:
 - January 1, “New Year’s Day”
 - Third Monday in January, “Dr. Martin Luther King, Jr. Day”
 - Third Monday in February, “President’s Day”
 - March 31, “Cesar Estrada Chavez Day”, non-paid holiday
 - Last Monday in May, “Memorial Day”
 - July 4, “Independence Day”
 - First Monday in September, “Labor Day”
 - November 11, “Veterans Day”
 - Fourth Thursday in November, “Thanksgiving Day”
 - Fourth Friday in November, “Day after Thanksgiving Day”
 - Christmas Eve - 1/2 Day
 - December 25, “Christmas Day”
- b. Dr. Cesar Estrada Chavez Day is a non-paid official holiday. Employees may use vacation or compensatory time for celebrating the holiday.
- c. When an official holiday, except Christmas Eve, falls on Saturday, the preceding Friday will be observed as a holiday. When an official holiday, except Christmas Eve, falls on Sunday, the following Monday shall be observed as a holiday.
- d. When Christmas Eve falls on a Saturday or a Sunday, every full-time regular status employee shall be allowed an additional four (4) hours of paid leave. 52 hour employees will receive an additional 5.2 hours of paid leave. Part-time employees will receive a prorated amount of paid leave. For example, a twenty (20) hour per week employee will receive an additional two (2) hours paid leave and a thirty (30) hour per week employee will receive an additional three (3) hours paid leave. This leave is approved under rules governing vacation leave.
- e. For each official holiday non-exempt employees shall receive, as determined by the department, one of the following:
 - The holiday off
 - An alternative day off, or
 - With regard to paid holidays, eight hours of additional pay for 40 hour per week employees and 10.4 hours for 52 hour per week employees.

- If Christmas Eve is worked and alternative time off is not given, 40 hour per week employees receive 4 hours of additional pay and 52 hour per week employees receive 5.2 hours of additional pay.
- f. Methods for the calculation and payment of holiday time may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.
- g.

Workweek Hours	Holiday Leave
52 hours	10.4 holiday hours
40 hours	8 holiday hours
31-39 hours	8 holiday hours
21-30 hours	6 holiday hours
11-20 hours	4 holiday hours
1-10 hours	2 holiday hours

- h. An employee, whose first day of work follows a holiday, does not receive pay for the holiday. A terminated employee whose last day worked is the day before a holiday will not receive pay for the holiday. An employee retiring from the City whose last day worked is the day before a holiday does not need to work the day following a holiday in order to receive pay for that holiday.

8. Holiday Special Leave

- i. In addition to the Official Holidays designated by the City (and for which the City offices are generally closed) every full-time regular status employee shall be granted Holiday Special Leave with pay per calendar year to be approved under rules governing vacation leave. Employees will receive Holiday Special Leave according to the following schedule and based on the position's standard hours:

Workweek Hours	Holiday Special Leave
52 hours	15.6 holiday hours
40 hours	12 holiday hours

- j. Part-time, regular status employees are eligible for a pro-rated number of Holiday Special Leave hours with pay per calendar year based on the

position's standard hours to be approved under rules governing vacation leave. For example, a twenty (20) hour per week employee will receive six (6) hours and a thirty (30) hour per week employee will receive nine (9) hours Holiday Special Leave.

- k. The amount of hours received for all regular status employees will be based on the employee's position standard hours as of January 1st of the calendar year. The Holiday Special Leave will not be modified or increased due to a change in the employee's position standard hours during the calendar year.
- l. Any Holiday Special Leave hours that have not been used during the calendar year will be forfeited.

7. Official Holiday Leave

- a. The following ~~shall bear~~ the official holidays for all regular status and probationary ~~City of Glendale~~ employees, including those on an approved leave of absence who are receiving pay ~~such as exceptional disability, vacation donation, vacation or sick leave~~ during the pay period in which the holiday falls. These are the paid holidays unless otherwise indicated:
- January 1, "New Year's Day"
 - Third Monday in January, "Dr. Martin Luther King, Jr. Day"
 - Third Monday in February, "President's Day"
 - March 31, "Cesar Estrada Chavez Day", non-paid holiday
 - Last Monday in May, "Memorial Day"
 - July 4, "Independence Day"
 - First Monday in September, "Labor Day"
 - ~~Second Monday in October, "Columbus Day"~~
 - November 11, "Veterans Day"
 - Fourth Thursday in November, "Thanksgiving Day"
 - Fourth Friday in November, "Day after Thanksgiving Day"
 - Christmas Eve - 1/2 Day
 - December 25, "Christmas Day"
- b. Dr. Cesar Estrada Chavez Day is a non-paid official holiday. Employees may use vacation or compensatory time for celebrating the holiday.
- c. When an official holiday, except Christmas Eve, falls on Saturday, the preceding Friday will be observed as a holiday. When an official holiday, except Christmas Eve, falls on Sunday, the following Monday shall be observed as a holiday.
- d. When Christmas Eve falls on a Saturday or a Sunday, every full-time regular status employee shall be allowed an additional four (4) hours of paid leave. 52 hour employees will receive an additional 5.2 hours of paid leave. Part-time employees will receive a prorated amount of paid leave. For example, a twenty (20) hour per week employee will receive an additional two (2) hours paid leave and a thirty (30) hour per week employee will receive an additional three (3) hours paid leave. This leave is approved under rules governing vacation leave.
- e. For each official holiday non-exempt employees shall receive, as determined by the department, one of the following:
- The holiday off
 - An alternative day off, or
 - With regard to paid holidays, eight hours of additional pay for 40 hour per week employees and 10.4 hours for 52 hour per week employees.

- If Christmas Eve is worked and alternative time off is not given, 40 hour per week employees receive 4 hours of additional pay and 52 hour per week employees receive 5.2 hours of additional pay.
- f. Methods for the calculation and payment of holiday time may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.
- g.

Workweek Hours	Holiday Leave
52 hours	10.4 holiday hours
40 hours	8 holiday hours
31-39 hours	8 holiday hours
21-30 hours	6 holiday hours
11-20 hours	4 holiday hours
1-10 hours	2 holiday hours

- h. An employee, whose first day of work follows a holiday, does not receive pay for the holiday. A terminated employee whose last day worked is the day before a holiday will not receive pay for the holiday. An employee retiring from the City whose last day worked is the day before a holiday does not need to work the day following a holiday in order to receive pay for that holiday.

8. Holiday Special Leave

- i. In addition to the Official Holidays designated by the City (and for which the City offices are generally closed) ~~Every~~ every full-time regular status employee shall be ~~allowed-granted~~ allowed-granted Holiday Special Leave with pay per calendar year to be approved under rules governing vacation leave. ~~Holiday Special Leave is paid leave provided to employees in addition to Official Holiday Leave.~~ Employees will receive Holiday Special Leave according to the following schedule and based on the position’s standard hours:

j:

Workweek Hours	Holiday Special Leave
<u>52 hours</u>	<u>5.2 holiday hours</u>
<u>52 hours</u>	<u>15.6 holiday hours</u>
<u>40 hours</u>	<u>4 holiday hours</u>
<u>40 hours</u>	<u>12 holiday hours</u>

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~~k.j.~~ Part-time, regular status employees are eligible for a pro-rated number of Holiday Special Leave hours with pay per calendar year based on the position's standard hours to be approved under rules governing vacation leave. For example, a twenty (20) hour per week employee will receive ~~two-six (26)~~ hours and a thirty (30) hour per week employee will receive ~~three-nine (39)~~ hours Holiday Special Leave.

~~k.k.~~ The amount of hours received for all regular status employees will be based on the employee's position standard hours as of January 1st of the calendar year. The Holiday Special Leave will not be modified or increased due to a change in the employee's position standard hours during the calendar year.

~~m.l.~~ Any Holiday Special Leave hours that have not been used during the calendar year will be forfeited.



Legislation Description

File #: 17-264, Version: 1

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND HARVARD KENNEDY SCHOOL GOVERNMENT PERFORMANCE LAB AT HARVARD UNIVERSITY FOR THE STUDY OF RESULTS DRIVEN CONTRACTING STRATEGIES

Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Memorandum of Understanding with Harvard Kennedy School Government Performance Lab at Harvard University (GPL) for the study of results driven contracting strategies associated with the city's engagement in the Bloomberg Philanthropies What Works Cities program specifically focused on contracts for after school recreation center operators and open contracting data.

Background

What Works Cities is a Bloomberg Philanthropies initiative that provides free technical assistance in focused content areas aimed at helping cities leverage data and evidence in the decision-making process. The What Works Cities initiative is specifically seeking to partner with 100 cities from around the nation with populations between 100,000 up to 1,000,000 before 2018. The What Works Cities program provides access to a network of technical experts and communities that have experienced improvements in specific content areas with the goal of scaling and duplicating those improvements across the nation.

Glendale submitted an application expressing interest in participating in the program and subsequently the City Council and executive team were invited to participate in a site visit and workshop presented by What Works Cities. This workshop provided the What Works Cities evaluation team with an opportunity to learn about the issues facing the community and to talk in detail about the What Works Cities program and expectations. Glendale was subsequently selected to continue moving forward in two content areas - Open Data and Results-Driven Contracting.

Analysis

On January 13, 2017, the city convened an initial meeting made up of representatives from the City Manager's Office, City Attorney's Office, Finance, Public Works, Public Facilities, Recreation, & Special Events, and Technology & Innovation with the GPL team to begin the development of a potential scope of work for this project. This meeting resulted in one-on-one meetings with several departments to discuss, in detail, upcoming procurements and procurement challenges. Based on those discussions and analysis, the GPL team made a recommendation to move forward with two scopes of work for the results-driven contracting project because they have the potential to generate lessons that can be disseminated to other governments. This work will be conducted by a cross-departmental team of city staff in conjunction with GPL.

After-School Recreation Center Operators:

This area was selected as an opportunity because contracts for three out of five centers will be expiring in June 2018 requiring a new RFP for the provision of those services. The operation of the after-school programs by non-profits at these and other facilities began as a pilot program in 2012 after budget reductions; and ultimately led the city to seek on-going contracts with operators for the provision of these services. This approach has resulted in several strong partnerships with non-profits in the community, but there has also been turnover in operators as well.

The focus of this project will be to implement improvements in the RFP process for these contracts with an emphasis on gaining an understanding of the outcomes for youth and operators at these facilities; and, applying metrics to measure performance. The execution of this project will include site visits, best practice research, and stakeholder engagement to inform the development of a results/performance based RFP. The project also provides an opportunity to align the centers' services with a national standard or program, the potential to examine the feasibility of a single operator for multiple centers, and the opportunity to determine if contract term encourages or inhibits additional community investment by non-profit operators. The contracts for the following centers will be included in this scope of work:

- Glendale Community Center - 5401 W. Ocotillo Road, Glendale, AZ 85301
- Rose Lane Recreation Center - 5003 W. Marlette Avenue, Glendale, AZ 85303
- O'Neil Recreation Center - 6448 W. Missouri Avenue, Glendale, AZ 85301

The contract for the Community Center North location at 14705 N. 59th Avenue, Glendale, AZ 85306 expires in October 2018. Staff will work with GPL and procurement staff to determine if the timing would allow for this center to be included in the RFP.

Open Contracting Data:

This area was selected as an opportunity to complement the work being done with the Sunlight Foundation on Open Data and is a continuation of that work specific to procurement which includes streamlining processes and implementing best practices that could increase the number and quality of responsive bidders. It will also focus on best practices to help inform the selection of procurement and contracting datasets for publication with the goal of assisting future bidders, increasing the transparency and utility of procurement and contracting data, and providing Council and the public with data relating to vendor performance.

The city's participation in the What Works Cities program and the associated work around results-driven contracting, as well as, the use of a cross-departmental team to explore opportunities are aligned with the recently formulated mission, vision, and value statements developed by the City Council.

Previous Related Council Action

On May 2, 2017, the City Council provided consensus direction to move forward with the development of an Open Data program for the City of Glendale and to seek public feedback on a proposed resolution.

On February 28, 2017, the City Council gathered to announce Glendale as a What Works City.

On February 7, 2017, the City Council provided final input and consensus direction on the recently formulated mission, vision, and value statements for the organization setting out desired results and expectations for the city's public body of work.

Community Benefit/Public Involvement

Glendale's ongoing participation in the What Works Cities program is a validation of Council's efforts to improve city hall and is aligned with the work that Council has begun related to the development of a comprehensive strategic plan focused on improving the lives of the people we serve through integrity, excellence, innovation, being community-driven, and learning. Participating in the program is providing the opportunity to leverage the experiences of technical experts and other communities to inform organizational learning and development in service to the community. The hopeful outcome of the results-driven contracting project is to create public benefit in the following ways:

- Identifying metrics to better understand outcomes for youth that attend and service providers that operate recreation centers;
- Incorporating these metrics into a procurement for new operator(s), and performance and contract management.
- Publishing selected procurement and contracting data about past contract awards, including performance; and
- Streamlining processes and implementing best practices that could increase the number and quality of responsive bidders.

Budget and Financial Impacts

There are no budget or financial impacts associated with this request.

**Memorandum of Understanding
between
The City of Glendale, AZ
and
Harvard Kennedy School Government Performance Lab at Harvard University**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Glendale, AZ having a location at 5850 West Glendale Avenue, Glendale, Arizona 85301 (hereafter “Glendale” or “the City”), and the Harvard Kennedy School Government Performance Lab at Harvard University (“Government Performance Lab” or “GPL”). The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. (“Bloomberg Philanthropies”) which established the “What Works Cities” initiatives (“WWC”). All technical assistance described in this MOU and performed by the Government Performance Lab is provided at no cost to Glendale. This MOU contains the scope of work for the project, the timeline, and the responsibilities of the Government Performance Lab and Glendale.

Overview of the Government Performance Lab

The Government Performance Lab conducts research on how governments can improve the results they achieve for their citizens. An important part of this research model involves providing pro bono technical assistance to state and local governments. Through this hands-on involvement, the Government Performance Lab gains insights into the barriers that governments face and the solutions that can overcome these barriers. These insights are ultimately published in academic papers and policy briefs. As part of What Works Cities, the Government Performance Lab will support cities in improving the results they achieve with their contracted dollars.

Individual staff biographies are in the Appendix.

Scope of Work: Results-Driven Contracting

Goals:

- 1) Glendale will use its commercially reasonable efforts to adopt results-driven contracting strategies and other procurement best practices in a procurement for qualified operator(s) for three of its five after-school recreation centers; and
- 2) Glendale will use its commercially reasonable efforts to adopt open contracting data strategies to publicly release information about past procurements

1. AFTER-SCHOOL RECREATION CENTERS

Outcomes: The GPL will work with Glendale to adopt results-driven contracting strategies, which may include:

- Identifying metrics to better understand outcomes for youth that attend and service providers that operate recreation centers;
- Incorporating these metrics into a procurement for new operator(s), and performance and contract management.

Activities: Starting on the day after this agreement has been signed and concluding approximately four months thereafter, the GPL will work with Glendale on the following activities:

Within 30 days after the engagement begins, Glendale and the GPL will:

- Participate in site visit(s) to recreation centers;
- Conduct research on best practices, including a) how other jurisdictions monitor their after-school services, b) what national standards or programs have the strongest evidence base, and c) how to troubleshoot challenges;
- Examine best practices related to initial length of contract terms for purchasing contracts; and
- Engage with key stakeholders – potentially including current recreation center operators, youth, parents, educators, or local businesses – to receive feedback on recommendations and guidance on implementation.

Within 60 days after the engagement begins, Glendale and the GPL will:

- Produce preliminary recommendations for outcome metrics and other results-driven contracting strategies; and
- Iterate with city officials and other key stakeholders to build consensus on final recommendations that will be included in an RFP for qualified operator(s).

Within 120 days after the engagement begins, Glendale and the GPL will:

- Assist Glendale with writing an RFP for qualified operator(s) for three of its five after-school recreation centers.

2. OPEN CONTRACTING DATA

Outcomes: The GPL and Sunlight Foundation (SF) will work with Glendale to adopt open contracting data strategies, which may lead to:

- Publishing selected procurement and contracting data about past contract awards, including performance; and
- Streamlining processes and implementing best practices that could increase the number and quality of responsive bidders.

Activities: Starting on the day after this agreement has been signed and concluding approximately four months thereafter, the GPL and SF will work with Glendale on the following activities:

Within 60 days after the engagement begins, Glendale, SF, and the GPL will:

- Participate in site visit(s) to City of Glendale offices;
- Review current contracting practices, policies, and procedures and compare to best practices to identify information holdings and opportunities for proactive release of information to advance city procurement objectives;
- Explore opportunity to focus open contracting support – including examining data related to past procurements terms – on a specific procurement area;
- Identify key stakeholders relevant to advancing city's procurement objectives, including those outside city hall who may benefit from using procurement information; and
- Design and draft stakeholder outreach materials, including survey materials.

Within 90 days after the engagement begins, Glendale, SF, and the GPL will:

- Engage with key stakeholders to refine and explore opportunities for open contracting to advance city contracting objectives;
- Build buy-in for open contracting practices among Glendale city staff;

- Identify mechanisms to communicate open contracting practices and data to the public and Council ; and
- Make initial recommendations for impactful open contracting data based on best practices and stakeholder feedback.

Within 120 days after the engagement begins, Glendale, SF, and the GPL will:

- Model and implement at least one short-term recommendation to pilot the open contracting initiative; and
- Evaluate initial successes and shortcomings and finalize open contracting recommendations.

Responsibilities: Glendale is responsible for the success of the results-driven contracting project. The City will designate a primary point of contact for this scope of work and will dedicate the personnel and staff time necessary to execute the activities outlined in this scope of work. The Government Performance Lab agrees to provide Glendale with a Fellow to support the project through conceptualization, design, and implementation and to provide technical assistance. The City lead will provide guidance with respect to the Fellow’s responsibilities and objectives. The City lead and the Government Performance Lab Assistant Director will confer regularly on the Fellow’s responsibilities and objectives.

General Terms

Confidential Information

In order to provide support to the City as described in this Work Plan, individuals from the GPL may need to participate in internal discussions among City employees, and view non-public internal City documents and written communications pertaining to the GPL’s services (such discussions, internal City documents and written communications, when clearly marked or designated as confidential, being hereinafter collectively referred to as the “Confidential Information”). The GPL will protect Confidential Information to prevent unauthorized disclosure or publication of the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the GPL uses to protect its own confidential information of a like nature.

Non-Disclosure of Confidential Information. Except as provided in the “Other Disclosure Provisions” paragraph below, the GPL shall agree to (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or communicate the Confidential Information to anyone other than City employees except as authorized by the City, or use the Confidential Information for any purpose other than in connection with the GPL’s services under this Work Plan.

Other Disclosure Provisions. The “Non-Disclosure of Confidential Information” paragraph above does not apply to the GPL with respect to Confidential Information that (a) was in the GPL’s possession before the effective date of this Work Plan; (b) is or becomes a matter of public knowledge or publicly available through no fault of the GPL; or (c) is disclosed by the GPL with the prior written approval of a duly authorized representative of the City. In addition, the GPL may disclose Confidential Information if such information is required to be disclosed by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the GPL notifies the City prior to any such required disclosure.

No Authority

Any person from or agent of the GPL providing services under this MOU will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name. Such person from or agent of the GPL will not provide, and are not engaged or authorized by the City to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.

Limitation of Liability

The City acknowledges that performance of the GPL's work described in the Work Plan will involve the expression of professional ideas, judgments and opinions by the GPL, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the GPL that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the City may claim reliance. The City further acknowledges that the GPL's initiatives may use relatively new, little-used and little-studied tools. Accordingly, the City understands and agrees that the GPL does not hereby, and will not hereafter, warrant or make any representations concerning the accuracy of ideas, judgments, opinions, projections, analyses or estimates which any person from or agent of the GPL provides to the City (collectively, "Work Product"). The City further agrees that (i) any decision the City may make to rely on any Work Product shall be at its own risk; and (ii) neither the GPL nor any person from or agent of the GPL shall be liable to the City for, and the City shall not make any claim against any such person or agent or the GPL relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the City may at any time sustain or incur in connection with or arising out of any Work Product or the City's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any such person or agent of the GPL. Without limiting the foregoing, in no event shall the GPL or any person from or agent of the GPL be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to the Work Product or any other GPL services, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

Intellectual Property and Publication Rights

Created Materials. The term Intellectual Property as used herein comprises works subject to copyright and inventions, whether or not patentable, including materials, notes, designs, technical data, research, reports, documentation, and other information related thereto.

With reference to the GPL's services under this Work Plan, the City shall retain ownership of all relevant Intellectual Property developed and/or purchased by the City or on the City's behalf prior to the adoption of the Work Plan and of all relevant Intellectual Property developed and/or purchased on the City's behalf without the active participation of the GPL under the Work Plan.

The GPL shall be the sole and exclusive owner of all rights, title, and interest in and to the Intellectual Property made, provided or created by or on behalf of the GPL under this Work Plan ("Created Materials") and any modifications to the Created Materials, including all intellectual property rights associated therewith (including without limitation any inventions, creations, and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of obligations hereunder), whether alone or with any contribution from the City or its personnel. To the extent the City

or its personnel may acquire any right or interest therein by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to the GPL.

The GPL hereby grants to the City a fully paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual, assignable license to use, reproduce, distribute, modify, transmit, and sublicense that GPL's Created Materials in any media now known or hereafter developed.

Publication Rights. In addition to providing assistance and support to the City, a main purpose of this project for the GPL is as an opportunity to research, study and learn more about, and make publicly known lessons about the design and implementation of similar initiatives to improve government service delivery. Accordingly, the GPL and any person from the GPL who works on the project shall have the right to use, publish, and present publicly any findings and data based on or derived from Created Materials or work performed under this Work Plan; provided that no Confidential Information (as defined above) shall be disclosed in such publications or presentations. The GPL shall provide the City with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation for the purpose of identifying any Confidential Information that is contained therein and should be removed; the City shall perform such review within 30 days of receipt. Publications and presentations by the GPL of general conclusions about the GPL's initiatives drawn from work with multiple jurisdictions and publications or presentations that summarize publicly available information about the City's initiatives do not have to be submitted for review.

Other Intellectual Property. WWC agrees that all trademarked or copyrighted works owned by the City (including but not limited to logos, written material, photos, and other similar works provided by the City to WWC) and provided to WWC, in any media, shall remain the property of the City. To the extent that the City provides any Media Release as described below (and works contained therein) or trademarked or copyrighted works to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all such works. WWC has the right to publicly acknowledge and announce, at its sole discretion, any relationship between WWC and the City, including a description of activities undertaken in this MOU and learnings therefrom.

Publicity and Use of Names

Except as provided in this Work Plan, neither the City nor the GPL may issue a press release or other public announcement about the GPL's services under this Work Plan, nor may either use any name, trademark or insignia of the other party (or of any school, department or unit of the other party) for promotional purposes or any other purposes in connection with the Work Plan, without the prior written approval of the other party. However, the GPL may state on its website that it is assisting the City.

The City agrees to acknowledge Bloomberg Philanthropies, WWC and the Government Performance Lab in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to this Work Plan (together, "Media Releases"). Any Media Release that refers to WWC, Results for America ("RFA"), Government Performance Lab, and/or Bloomberg Philanthropies, and all written acknowledgements, shall link to the WWC website (www.whatworkscities.org). The City shall provide copies of all Media Releases to RFA and the Government Performance Lab and obtain those parties' consent prior to publication or distribution in any format of any Media Release. Further, to the

extent that the City provides Media Releases to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases.

Conflict of Interest

The GPL will not, at any time during the term of the Work Plan, provide services to vendors or service providers in direct connection with the implementation by the City of the GPL’s initiative or recommendations. The GPL may at any time work with and advise other states, counties, and/or municipalities that are undertaking similar projects, including other jurisdictions that may be applying for the same federal grants that the City may be applying for. The GPL may also advise the U.S. federal government and governments in other countries on strategies to advance similar innovation activities.

Termination

Adherence by the City to timelines and deliverables is critical to the What Works Cities initiative. If either the City or the GPL is unable to comply with the relevant timeline in this Work Plan or is unable to produce the deliverables described herein, before termination may be effective, the terminating party must provide a thirty – (30) days prior written notification to the other party of its intent to terminate, and the GPL’s project may be terminated effective immediately upon expiration of that 30-day period unless the default is cured.

In addition to termination as provided above, either the City or the GPL may terminate the GPL’s services upon 30 days’ written notice to the other.

The provisions of the following sections—Confidential Information, Limitation of Liability, Intellectual Property and Publication Rights, and Publicity and Use of Names—shall survive expiration or termination of this Work Plan or any project hereunder.

Notices

Any notices required or provided by the terms of this MOU shall be in writing, addressed in accordance with this Paragraph, and shall be in writing and shall be sent by U.S. mail or email to the following contact individuals:

City of Glendale, AZ

Technical Representative:

Jean Moreno
Executive Officer, Strategic Initiatives & Special Proj.
5850 W. Glendale Ave, Ste 431
Glendale, AZ 85301
Ph: 623-930-2973
Email: jmoreno@glendaleaz.com

Contractual Representative:

Kevin Phelps
City Manager
5850 W. Glendale Ave, Ste 431
Glendale, AZ 85301
Ph: 623-930-2870
Email: citymanager@glendaleaz.com

Harvard Kennedy School Government Performance Lab

Technical Representative:

Professor Jeffrey Liebman
Director, Government Performance Lab
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-495-8518
Email: jeffrey_liebman@harvard.edu

Contractual Representative:

Matthew Alper
Associate Dean for Research
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-496-8813
Email: matthew_alper@harvard.edu

Headings

The headings in this MOU are for the convenience of reference only and are not substantive parts of this MOU nor shall they affect its interpretation.

Severability

In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

Assignments

This MOU shall not be assignable by either Party, in whole or in part, without the prior written consent of the other party.

Counterparts

This MOU contains the entire agreement between the Parties and no statements, promises or inducements made by any Party or agent of any Party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified or altered except in writing, signed by the Parties.

Effective Date

This MOU shall be effective on the date that it has been signed by both Parties.

SIGNATURE PAGE TO FOLLOW

Signatures

The City of Glendale, AZ and the Government Performance Lab agree to fulfill the roles and responsibilities shown herein.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

Date: _____

ATTEST:

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

**President and Fellows of Harvard College acting
through the Taubman Center for State and Local
Government at the Harvard Kennedy School**

 5.30.17

Signature Date

Print Name: Matthew Alper
Title: Associate Dean for Research Policy
and Administration

APPENDIX - Staff Bios

Harvard Kennedy School Government Performance Lab

Jeffrey Liebman, Director of Government Performance Lab

Jeffrey Liebman is the Malcolm Wiener Professor of Public Policy at the Harvard Kennedy School and director of the Government Performance Lab. Liebman teaches courses in public sector economics and American economic policy. In his research, he studies tax and budget policy, social insurance, poverty, income inequality, public sector management, and social innovation. Over the past four years, his Government Performance Lab has provided pro bono technical assistance to twenty state and local governments. He also directs the Kennedy School's Taubman Center for State and Local Government and Rappaport Institute for Greater Boston. During the first two years of the Obama Administration, Liebman worked at OMB, first as Executive Associate Director and Chief Economist and then as Acting Deputy Director. From 1998 to 1999, Liebman served as Special Assistant to the President for economic policy and coordinated the Clinton Administration's Social Security reform technical working group. Liebman received his BA from Yale University and his MA and PhD in economics from Harvard.

Gregory Wass, Senior Advisor

Greg Wass is a Senior Advisor to the Harvard Kennedy School Government Performance Lab. Greg was formerly Senior Advisor and Chief Information Officer in the Office of the Illinois Governor, and has served in executive positions for Cook County, Illinois, the City of Chicago and the City of Alexandria, Virginia. He was the state lead on Illinois' SIB Lab project to increase support for at-risk youth who are involved in both the child welfare and juvenile justice systems. He co-chaired the Illinois Human Services Commission and led the implementation of Budgeting for Results – the state's performance reporting and budgeting framework. Greg has been a pioneer nationally in open government, with open data initiatives at Cook County and on a regional level, and led planning and implementation of IT governance, enterprise architecture, health information exchange, state-owned broadband and IT shared services. In 2012, Greg was recognized by Government Technology magazine as one of the nation's top "doers, dreamers and drivers" in public sector innovation. He has taught public policy and administration courses as an adjunct professor at Northwestern University and the University of Illinois. Greg holds a B.A. in economics from Northwestern University and an M.A. in urban and quantitative economics from the University of Illinois.

Hanna Azemati, Assistant Director

Hanna Azemati is an Assistant Director with the Harvard Kennedy School Government Performance Lab. She is leading the Government Performance Lab's work on the Bloomberg Philanthropies' What Works Cities initiative. Hanna has also been supporting New York State's Social Impact Bond initiatives, first as a Government Innovation Fellow and then as the Director of Social Innovation Financing for New York State. Previously, Hanna was a Financial Analyst at Citigroup in New York and a Fellow for Kiva in Kenya, Uganda, and Rwanda. Hanna earned a BA in Economics with a minor in Government from Dartmouth College as well as an MA in International Relations from Yale University.



Legislation Description

File #: 17-275, Version: 1

AUTHORIZATION TO ENTER INTO A DIGITAL BILLBOARD PLACEMENT LICENSE AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC TO CONSOLIDATE PREVIOUSLY EXECUTED LICENSE AGREEMENTS INTO A NEW MASTER AGREEMENT

Staff Contact: Jean Moreno, Executive Officer, Strategic Initiatives and Special Projects

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Digital Billboard Placement License Agreement that will replace and supersede previously executed agreements with Lamar Central Outdoor, LLC for the operation of digital billboards along the Agua Fria Freeway (Loop 101) between Bethany Home Road and Orangewood Avenue.

Background

In 2009, the City Council authorized the City Manager to enter into 5 digital billboard license agreements (Resolution No. 4332 New Series) at specific locations on city-owned property in the vicinity of the Loop 101 corridor. License agreements for two out of the five locations were executed in 2009 (contracts C-6855 and C-6855-1); and, two signs were constructed. In 2014, the City entered into two additional license agreements for signs at locations consistent with the 2009 resolution (contracts C-9245 and C-9246); and those signs were also constructed. The proposed fifth location concept was abandoned due to site restrictions. These agreements created new General Fund revenue streams and currently create an annual General Fund revenue impact of \$513,606 collectively.

Analysis

The contract provisions between the existing 2009 agreements and the 2014 agreements vary on vital terms such as due dates, the calculation method for the annual license fee increase, insurance requirements, and commencement and effective dates. This resulted in inefficiencies for both the City and Lamar in managing the compliance aspects of the contracts. A recent internal audit of these contracts also resulted in several findings that require amending the existing agreements. In discussions regarding the necessary amendments, both Lamar and the City agreed that it would be in the best interest of both parties to make the necessary language modifications and consolidate the agreements so that all four licenses had the same terms.

The consolidation of these licenses into one master agreement will result in significant efficiencies for the city, improved contract management and oversight, operational efficiencies, consistent terms, and modifies existing contract language that is ambiguous. The substantive modifications to the contract language are as follows:

Term:

- The full term of the 2009 agreements would have expired on 8/31/2029.
- The full term on the 2014 agreements would have expired on 9/6/2034.
- Staff recommendation is to have all four agreements expire at the same time and that it should include a full month of revenue to avoid partial month proration requirements.

Consolidated Agreement:

- The term expires September 30, 2034.

City Impact:

- Ability to collect ongoing monthly license fees for the 2009 licenses (guaranteed amounts) for 5 additional years.
- Included herein is a monthly rent comparative analysis which demonstrates that this change (if the entire term of the agreement is fulfilled) would result in an additional \$1.8 million in General Fund revenue.

Monthly License Fees:

- All four agreements began with the base monthly license fee of \$10,000 per month per sign.
- The 2009 agreements used a Consumer Price Index (CPI) calculation for an annual increase.
- The 2014 agreements negotiated a 2% flat rate increase because the CPI calculation is complex and created inconsistencies in how the annual increase was calculated.
- The variance in the monthly license fee between the 2009 agreements and the 2014 agreements created inefficiencies in contract management.
- Staff recommendation is to have the same monthly license fee moving forward for all four licenses, the same method for calculation on the annual increase, and the same date for the annual increase.

Consolidated Agreement:

- The monthly license fee in the consolidated agreement is \$10,700.12. This is the average of the existing monthly fees (\$10,996.23 for the 2009 agreements and \$10,404.00 for the 2014 agreements)
- The annual increase for all four signs is a flat rate 2% increase.
- The date for the annual increase for all four signs is July 1st.

City Impact:

- The monthly rent comparative analysis demonstrates that using the average of the four signs as the base rent does not change the total amount of monthly license fees collected annually.

Royalty Payment:

- The dates for the period in which the royalty payment was to be calculated were inconsistent between the agreements.
- By way of example the reporting period for the FY2016 royalty reports for the 2009 agreements was 10/15/15-10/14/16 while the reporting period for the 2014 agreements was 1/1/15-12/31/16.
- Staff recommendation is to have the same reporting period for the royalty calculation for all four signs.

Consolidated Agreement:

- The royalty period will include July 1st through June 30th annually with the payment being due on the 15th day of August.
- There are no changes as to the method for calculating the royalty payment.

City Impact:

- To align the dates, the FY2017 royalty reporting period for the 2009 licenses is 10/15/2016-6/30/2017 and for the 2014 licenses it is 1/1/17-6/30/17 with payments Due 8/15/17.
- This results in a shorter period for all four signs for the first year under the consolidated agreement which means that it is unlikely that any of the licenses will achieve revenue in excess of \$425,000 (the trigger for when the city collects a portion of those revenues).
- However, it is important to note that during the last full year of operation for all four signs, none of the signs reached the \$425,000 threshold so the city was not due a royalty payment. The decrease in revenue generation of the digital billboards is likely the result of market saturation as there have been new digital billboards added at Glendale and the Loop 101 on private property and along the Loop 101 in the city of Phoenix.
- The city does not include projected revenues for royalty payments when forecasting as it is not a guaranteed source of revenue so there would be no impact to revenue forecasts.
- Royalty will continue to be calculated and collected in accordance with existing terms and this change provides significant efficiencies in ongoing contract management.

Financial Statements:

- The 2009 agreements did not require an independent audit verification.
- The 2014 agreements introduced a requirement for an annual independent CPA to review and attest to the total revenue collections for each of the signs, but it was only applicable to those agreements.
- Lamar believes requiring this term on an annual basis is onerous because they are a publicly exchanged corporation and are required to abide by stringent audit and reporting to the United States Securities and Exchange Commission (SEC).

- Staff recommendation is to have the same requirements for all four agreements regarding audits and review of financial documents. To include the 2009 agreements in the independent verification requirement, the frequency of the independent verification was adjusted to be less onerous but still provide for adequate protections for the city.

Consolidated Agreement:

- Lamar is required to submit an annual total revenue report which is to be certified by their CFO or equivalent attesting to its accuracy and the document must also be submitted in excel format so the city can easily verify the calculations.
- Lamar is required to have revenue reports for all four billboard locations verified by an independent licensed CPA every 5 years attesting to the accuracy of the total revenue collections reported during the entire five-year period.
- If there are any negative findings in the 5-year verification, the city can require an annual independent verification until there are two consecutive years of no negative findings.
- Lamar is required to maintain their internal audit process which includes a holistic audit by an independent accounting firm each year and filing of the proper forms to the SEC.
- If Lamar fails to maintain a favorable standing with the SEC or fails to provide internal verification of the reports, the city can require an annual independent verification.
- City still maintains the right to conduct its own inspection of Lamar's business and financial records relating to this agreement and is entitled to cost reimbursement if there are any negative findings.

City Impact:

- The two original agreements will be subject to independent verification which is a significant benefit to the city.
- The change from annual independent verification to the 5-year independent verification does not result in any gaps in review as the 5-year verification still requires a review of all years.
- The city is also provided with additional risk mitigation measures because of the ability to require annual review if there are any negative findings or if Lamar does not provide the required internally verified materials.

Insurance and Bond Requirements:

- The insurance coverage amounts and timeframes between the four agreements were inconsistent.
- The coverage timeframes for the Performance Bonds between the four agreements were inconsistent.
- Staff recommendation is to have the same requirements and coverage timeframes on all four agreements for Insurance and Performance Bonds.

City Consolidated Agreement:

- All four agreements require industry standard insurance amounts.
- Insurance and Performance Bond terms are to be July 1st through June 30th.

City Impact:

- Memorializes updated amounts for 2009 licenses.
- Improves operational efficiency for the city and Lamar.

Previous Related Council Action

On September 9, 2014, the City Council authorized the City Manager to execute C-9244 Settlement Agreement and Mutual Release pertaining to a dispute regarding how royalty payments were calculated for the 2009 agreements. On that same date, the City Council authorized the City Manager to execute C-9245 and C-9246, digital billboard license agreements, authorizing Lamar to install, operate, maintain, and repair digital advertising equipment on two additional city-owned parcels located in the vicinity of the Loop 101 corridor.

On December 22, 2009, City Council adopted a resolution authorizing the City Manager to execute and deliver a total of five (5) digital billboard license agreements.

On April 9, 2009, C-6855 and C-6855-1 were executed authorizing American to install, operate, maintain, and repair digital advertising equipment on city-owned property located in the vicinity of Glendale Avenue and the Agua Fria Freeway (Loop 101).

On March 24, 2009, City Council adopted a resolution authorizing the City Manager to enter into a digital billboard license agreement with American Outdoor Advertising, LLC.

Community Benefit/Public Involvement

Entering into this digital billboard placement license agreement has the effect of consolidating four existing agreements into one master agreement. The benefit to the public is that the city will achieve operational and management efficiencies which will make better use of city resources relating to contract management. This agreement also increases the city's revenue generating potential over the life of the agreement by approximately \$1.8 million in monthly license fees benefitting the City's General Fund which pays for a variety of services for City of Glendale residents. This agreement does not add any additional digital billboards.

Budget and Financial Impacts

This is a revenue contract, there are no expenditures associated with this agreement.

DIGITAL BILLBOARD PLACEMENT LICENSE AGREEMENT

This Digital Billboard Placement License Agreement (“Agreement”) is entered and executed to be effective the 1st day of July, 2017 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Lamar Central Outdoor, LLC, a Delaware limited liability company, registered and authorized to do business in the State of Arizona (“Licensee”).

RECITALS

- A. On April 9, 2009, the City and Licensee entered into two License Agreements C-6855 and C-6855-1 to allow for the installation, operation, maintenance and repair of digital marquee advertising equipment on city-owned property.
- B. On September 9, 2014, the City and Licensee entered into two additional License Agreements C-9245, and C-9246 to allow for the installation, operation, maintenance and repair of digital billboard advertising equipment on city-owned property.
- C. The City continues to be the owner of certain real property located in the vicinity of Bethany Home Road and the Agua Fria Freeway (Loop 101), Glendale, Arizona, designated by the Maricopa County Assessor’s Office as Parcel No. 102-01-010M, within which one area more fully described in Exhibit A will be licensed for use pursuant to this Agreement
- D. The City continues to be the owner of certain real property located in the vicinity of Glendale Avenue and the Agua Fria Freeway (Loop 101), Glendale, Arizona, designated by the Maricopa County Assessor’s Office as Parcel No. 142-56-032, within which three areas more fully described in Exhibit B will be licensed for use pursuant to this Agreement.
- E. Collectively, the real property listed above is referred to in this Agreement as the “License Area.” When referred to individually, any one of the four areas described above is referred to as an “Individual License Area.”
- F. In accordance with previous agreements, the Licensee installed and continues to operate, maintain and repair digital billboard advertising equipment (“Billboard”) in the described License Area and constructed certain improvements within the License Area, depicted in Exhibit C Conduit Area.
- G. The City and Licensee have met to identify opportunities to create more efficient contract management of the previous license agreements.
- H. The City and Licensee both desire to consolidate the four existing agreements into one License Agreement to allow for the continued use of the Licensee Area for the purpose stated subject to the requirements of this Agreement and subject to the guarantee of this agreement by Licensee’s parent corporation, which is attached hereto as Exhibit D.
- I. The Recitals are adopted herein by reference.
- J. This Agreement supersedes all prior agreements and if there is a conflict, the terms of this Agreement will prevail.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration given, it is hereby agreed as follows:

1. **License.** The City grants to the Licensee the right to use the “License Area” only for use as stated and subject to the provisions and conditions of this Agreement:

- 1.1 Billboard Area. During the term of this Agreement, Licensee will have access to and may locate one Digital Billboard and all supporting equipment enclosures in each of the four Individual License Areas to be used solely in connection with the Digital Billboard within the License Area.
- 1.2 Conduit Area. During the term of this Agreement, Licensee will have access to and may locate conduit and cable to provide electrical service and coaxial cabling to the Digital Billboard, as described in Exhibit C of this Agreement or as otherwise approved by the City.
- 1.3 Rights, Use Requirements and Restrictions
 - a. Licensee's rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the License Area.
 - b. Licensee's rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.
 - c. Licensee may use the License Area only for constructing, installing, operating, maintaining, and repairing the Billboard and no other use.
 - d. Except for the Digital Billboard, Licensee must not install any signs in the License Area other than required safety warning signs or any other signs as are requested or approved by the City, and Licensee bears all costs pertaining to the erection, installation, maintenance, and removal of all signs.
 - e. Licensee must at all times use its commercially reasonable best efforts to minimize any impact that its use of the License Area will have on other uses of the License Area. Licensee is aware that the License Area may be improved and utilized for parking or other development.
 - f. Licensee may not remove, damage, or alter in any way any improvements or property of the City upon the License Area, whether currently existing or installed in the future, without the City's prior written approval.
 - g. Licensee must repair any damage or alteration to the License Area to the same condition that existed before the damage or alteration.
 - h. Licensee has non-exclusive right for ingress and egress, seven days a week, 24 hours a day, for the construction, installation and maintenance of the Digital Billboard, which right will be exercised so as to not unreasonably interfere with City operations or use of the License Area.
- 1.4 "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice as the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12.2, including any warranties or representations by the City as to its condition or fitness for any use.
- 1.5 Limitation on Grant. The parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

1.6 Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for parking or other development. Licensee agrees that use of License Area for parking, including for any event held at the University of Phoenix Stadium, shall have precedence over any construction, installation and maintenance activities by Licensee.
- b. Licensee will not install, operate or allow its agents, employees, or contractors to use any equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (i.e., voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future.
 1. If such interference does occur, the Licensee must immediately discontinue using the equipment, methodology or technology that causes the interference until corrective measures are taken which must be made at no cost to the City.
 2. City and the Licensee will use their best reasonable efforts to resolve immediately any interference problems, but if an interference problem is unavoidable, the City's right to use the City's fire, emergency, or other communication equipment remains paramount to any use of the License Area by the Licensee and Licensee has the right to terminate this Agreement without penalty and without any cost to the City.
- c. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.
- d. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services may, at their own cost:
 1. Enter upon the License Area at any time to make repairs, replacements or alterations that, in the opinion of the City or the furnisher of utilities and other services, may be necessary or advisable and from time to time to construct or install over, in, or under the License Area systems or parts; and
 2. In connection with any maintenance, use the License Area for access to other parts in and around the License Area; provided that in the exercise of these rights of access, repairs, alterations or new construction, the City does not unreasonably interfere with the use and occupancy of the License Area by the Licensee.
- e. The exercise of any of the foregoing rights by the City or others does not constitute a termination of the License, nor serve as the grounds for any abatement of Monthly License Fees, Royalty Payments, or any claim for damages.

2. **Term**

- 2.1 License Period. This Agreement commences on the 1st day of July, 2017 ("Effective Date"), terminating on the 30th day of September, 2034.

2.2 Surrender of Possession

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in good condition; normal wear and tear excepted.
- b. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the License Area remains the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of 30 days after its expiration, remove the same from the License Area so long as Licensee is not in default of any of its obligations and if Licensee repairs, at its sole cost, any damage caused by the removal.
- c. Any property not removed by the Licensee within the 30-day period becomes a part of the License Area, and ownership vests in the City. Alternatively, the City may, at the Licensee's expense, have the property removed.

2.3 Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement, and the Licensee must pay the City twice the Monthly License Fees and Royalty Payments (as defined below), with each month fully accruing after the first day of the month regardless of the actual number of days Licensee holds over during the month, plus any Royalty Payments (as defined below) accrued during the hold-over; provided however if the City and Licensee are in negotiations to renew this Agreement or to enter into a new lease for the premises leased herein, the standard License Fee and Royalty Payments shall apply and this Agreement shall become a month-to-month agreement until otherwise terminated.

3. **License Fees Payments**

3.1 For its right to use the License Area, the Licensee must pay, without notice and free from all claims, deductions and setoffs against the City, license fees as follows:

a. Monthly License Fees.

1. The license fee for the License Area ("Monthly License Fee") is as follows:

- (i) Beginning on July 1, 2017 and continuing on the first day of the first month thereafter, the licensee shall pay the following:
 - a) Sign # 417-00058-01 (formerly covered under C-6855), Sign # 417-00059 (formerly covered under C-6855-1), Sign #417-00205-01 (formerly covered under C-9245), and Sign #417-00206-01 (formerly covered under C-9246), will each have Monthly License Fee of \$10,700.12 per sign, plus all applicable taxes for a period of twelve (12) months.
 - b) Effective on July 1, 2018 and continuing annually on July 1st thereafter, the Monthly License Fee for each of the four Individual License Areas will increase 2%.

- c) Monthly License Fee increases made in accordance with this section do not require notice to Licensee and become effective solely by operation of this provision.
- 2. Payment for services are due on the first day of each month and are considered late by the 15th day of the second month after which the Monthly License Fee was due (approximately 45 days). If the payment is not received by close of business on the 15th day of the second month in which it is was due, a late fee of 0.5% per month, whether whole or partial, (6% per annum) will be added to the outstanding balance.
 - (i) By way of example only, for a Monthly License Fee due on October 1st that is not received by the close of business on November 15th will begin to be assessed a late fee. If that payment is received anytime in November, the outstanding balance will be assessed 1% (0.5% for each of the months of October and November). If that payment is received on December 1st, the outstanding balance will be assessed 1.5% (0.5% for the months of October, November, and December).

4. Royalty Payments

- 4.1 Royalty Payments. In order to align the Royalty Payments for all four Individual License Areas to the new cycle, the following adjustments will be made:
 - a. For Sign # 417-00058-01 (formerly covered under C-6855) and Sign # 417-00059 (formerly covered under C-6855-1) the Royalty Payment for the 2016-17 year will include the period from October 15, 2016 through June 30, 2017, with payment due by August 1, 2017.
 - b. For Sign #417-00205-01 (formerly covered under C-9245) and Sign #417-00206-01 (formerly covered under C-9246) the Royalty Payment for 2017 will include the period from January 1, 2017 through June 30, 2017, with payment due August 1, 2017.
 - c. Beginning on July 1, 2018 and continuing annually thereafter for the term of this Agreement, Licensee must pay to the City a royalty (“Royalty Payment”) for each of the four License Areas. The Royalty Payment is due on August 1st of every year and the reporting period shall be aligned with a July 1st to June 30th fiscal year. As an example, the payment due on August 1, 2018 shall include the reporting period from July 1, 2017 through June 30, 2018.
 - d. The calculations for each sign will be reported individually. However, there may be a single payment with total of all four signs included.
- 4.2 Royalty Payment Calculation. For purposes of this section, “Total Revenue,” means all revenue, income or receipts Licensee billed in association with its use or operation of the Digital Billboard or License Area less applicable taxes and any advertising agency commissions, regardless if collected. Total Revenue for all four Individual License Areas shall be submitted in one report and shall be calculated as follows:
 - a. Thirty-three percent (33%) of the Total Revenue (as defined above) less than or equal to \$425,000 received during the reporting period for the use or operation of the Digital Billboard or License Area; and
 - b. Forty percent (40%) of the Total Revenue (as defined below) exceeding \$425,000 received during the reporting period for the use or operation of the Digital Billboard or License Area.

c. Minus the amount of the Monthly License Fees paid during the same reporting period.

d. By way of example only:

For Total Revenue of \$400,000 in the reporting period where the Monthly License Fee is \$10,000, a Royalty Payment of \$12,000 is required and calculated as follows:

33% of Total Revenue minus Sum of 12 Monthly License Fees

$$.33 \times \$400,000 = \$132,000$$

$$\$132,000 - \$120,000 = \$12,000$$

\$12,000 = Annual Royalty Payment

For Total Revenue of \$600,000 in the reporting period where the Monthly License Fee is \$10,000, a Royalty Payment of \$90,250 is required and calculated as follows:

33% of Total Revenue of \$425,000 plus 40% of Total Revenue over \$425,000 minus Sum of 12 Monthly License Fees

$$.33 \times \$425,000 = \$140,250$$

$$.40 \times \$175,000 = \$70,000$$

$$\$140,250 + \$70,000 - \$120,000 = \$90,250$$

e. In the event the Royalty Payment calculation results in a negative number, no Royalty Payment is due and no refund, offset, or reduction against past or future Monthly License Fees is due Licensee.

f. Licensee will pay an additional 5% each month for each Royalty Payment amount due and unpaid.

5. Financial Statements Required

5.1 At the time the Royalty Payment is due, Licensee must submit in Excel format the total revenue collections reported during the royalty period and any adjustments reported. This report is to be internally certified by the Chief Financial Officer (CFO) or equivalent attesting to its accuracy.

5.2 In the event the CFO verification is not submitted with the Royalty Payment, Licensee shall pay a 5% late fee for each month or portion of month until the verification report is submitted.

5.3 In order to protect the city's interest in this License Agreement, every five years, Licensee must submit an independently verified revenue report prepared and certified by an independent, licensed Certified Public Accountant (CPA), attesting to the accuracy of the total revenue collections reported during the five-year period and any adjustments reported.

a. The first verified revenue report will be due to the City on or before September 30, 2022 and will include the period of July 1, 2017 – June 30, 2022.

b. Licensee additionally agrees to continue their internal audit process, which includes an audit by an independent accounting firm each year and filing of the proper forms to the United States Securities and Exchange Commission (SEC) each year. If the Licensee fails to maintain a favorable standing with the SEC or fails to provide internal certification of the reports, the City reserves the right to require an annual independently

verified revenue report prepared and certified by an independent licensed CPA as referenced above.

c. If the independent verified revenue report prepared and certified by an independent, licensed CPA, has any negative findings, the City reserves the right to require an annual independently verified revenue report until two consecutive years of no negative findings is achieved.

5.4 Inspection and Audit. Upon request, City may inspect Licensee's business and financial records relating to this Agreement. Additionally, upon 15 days' notice, City may, at its expense, audit Licensee's financial records relating to this Agreement for the purpose of assuring compliance with this Agreement, the cost of which will be reimbursed to the City should any material non-compliance be found.

6. Licensee's Operations

6.1 Generally

- a. Licensee must at all times have on-call and at the City's access an active, qualified, and experienced representative to supervise the Digital Billboard, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Digital Billboard. Licensee will provide the City Engineer's Office with the names, addresses, and 24-hour telephone numbers of all such persons in writing.
- b. Licensee must operate and maintain the License Area in an orderly and clean manner and all facilities and equipment in a well-maintained state at all times.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to operate the Digital Billboard.

6.2 Repair and Improvements

- a. If Licensee makes a repair or improvement to the License Area, which requires the Licensee to obtain a permit, Licensee must submit the repair or improvement plan to the City prior to any work being complete.
- b. Records. Licensee must keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of the improvements and any changes to the same.
- c. Construction Bonds. Prior to the commencement of any construction in the License Area, Licensee must provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract for the construction to be performed on, in, and related to the License Area.
 1. The payment bond will be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond is solely for the protection of the City, conditioned upon the faithful performance of the required construction work.
 2. Each bond must be executed by a surety company duly authorized to do business in Arizona.

6.3 Performance Bond

- a. In addition to any other bond required by this Agreement, Licensee must, no later than the Effective Date, provide to the City and maintain during the term of this Agreement a cash deposit, letter of credit, or performance bond in the amount of

\$250,000 for each of the four Individual License Areas. The effective date of the Performance Bond must coincide with the annual reporting period of July 1st through June 30th.

- b. The performance bond, letter of credit, or the terms of a cash deposit will be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement.
- c. Any bond provided to fulfill the requirements of this section must be issued by a surety company duly authorized to do business in Arizona and which is acceptable to the City's Risk Manager.
- d. Any letter of credit provided to fulfill the requirements of this section must be provided by a national bank authorized to do business in Arizona and the instrument must be structured such that it can be drawn upon by the City without the necessity of the countersignature of Licensee.

6.4 Maintenance of License Area

- a. Licensee, at its own expense, is responsible for improvements to and maintenance of the License Area during the term of this Agreement.
- b. Licensee, at its own expense, will use commercially reasonable efforts to minimize the collateral visual and aesthetic impacts of the Billboard, which will include, but not be limited to, replacing existing equipment with smaller equipment, decreasing the area used to house supporting equipment, or decreasing the size of any wireless communications equipment.

6.5 City Ad Placements. As consideration for the grant of this Agreement by the City, Licensee must also:

- a. Accept and coordinate with City as part of any regular and routine ad placement on the Digital Billboard on-going ad placements by the City for City-related events ("City Placements");
 - 1. City Placements will consist of one per Licensed Area (sign). One spot is equal to 8-seconds/64 second rotation on either side, but not both simultaneously, of the Digital Billboard.
 - 2. Alternatively, City may instead elect to place City Placements for an equivalent amount of time on other digital outdoor advertising structures operated by the Licensee in the Greater Phoenix metropolitan area subject to space availability.
 - 3. City Placements will be at no additional cost to the City and will result in no setoff against Monthly License Fees or Royalty Payments.
- b. Broadcast any message on the Billboard the City considers necessary for public safety; and
- c. Receive, consider and promptly respond to any City objection to Digital Billboard advertising displayed in the License Area.

6.6 Co-Location

- a. Licensee will use reasonable efforts to cooperate with the City and any third parties with regard to the possible co-location of additional facilities or equipment in the License Area.
 - 1. If a co-location is feasible, City may, in its sole discretion, negotiate a co-location license agreement with any third party on terms the City considers

appropriate, not inconsistent with the rights and obligations of the parties under this Agreement.

2. Licensee's approval for co-location is not required, provided that the co-locator is expressly prohibited from attaching to or coming into physical contact with equipment, facilities or structures Licensee has installed in the License area or visually impairs the operation of the Billboard.
 3. Any rent or fees paid by an additional co-locator belong solely to the City.
 4. If any third party desires to co-locate equipment or associated fixtures on Licensee's equipment, facilities or structures, the third-party carrier will be directed to Licensee in order to secure a separate agreement and the City will consider any necessary amendment to this Agreement.
- b. Prior to permitting the installation by any third party in or around the License Area of any additional equipment which may interfere with the Licensee's operation of the Digital Billboard, City will give Licensee 30 days' notice so that the Licensee can determine if the third-party's equipment will interfere with the Billboard.
1. If Licensee determines that interference is likely to occur, Licensee may, within 30 days, give the City a detailed written explanation of the anticipated interference, including any supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position.
 2. City and the Licensee will seek to resolve any interference problems before the City permits the third party to operate its proposed equipment.
 3. If a third party is permitted to operate in or near the License Area, and the third-party's operations interfere with Licensee's Billboard (as operating and configured prior to the third-party operations beginning), then the City will direct the third party to remedy the interference within 72 hours and, if the interference is not resolved within this 72-hour period, then the third party will be required to cease its operations until the interference is resolved.
 4. These same procedures apply to
 - (i) Any interference caused by Licensee with respect to equipment existing and as configured on the Commencement Date, and
 - (ii) Any licensee equipment existing on the Commencement Date which is later reconfigured so as to interfere with Licensee's Billboard.

6.7 Insurance

- a. Licensee must procure and at all times maintain the minimum insurance as outlined below for each of the four License Areas for operations and the coverage period must coincide with the annual reporting period of July 1st through June 30th.

Minimum Insurance Requirements

1. **Workers' Compensation Insurance** with Statutory Limits. This policy shall include employer's liability insurance with limits of at least \$1,000,000.
2. **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as reasonably required by the City, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any agreement with the

City, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$2,000,000 each occurrence and \$4,000,000 aggregate.

3. **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to an agreement with the City with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$1,000,000 each occurrence. Coverage shall include 'any auto'.

b. Insurance must be issued by a company authorized to provide coverage in Arizona and rated at least A-, VII by AM Best and naming the City and its board members, officials, officers, agents, and employees as an additional insured by endorsement with a requirement of written notice to the City prior to cancellation for any reason other than nonpayment of premium. Licensee shall provide written notice to the City of cancellation of any required insurance policy for any reason.

c. The insurance must also include advertising and contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions.

d. Licensee's insurance must be primary and non-contributory with respect to all other available sources. Licensee must provide appropriate certificates and endorsements of insurance to the City for all insurance policies required by this section.

e. As commercially reasonable, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.

f. **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City for any reason other than nonpayment of premium. Licensee shall provide written notice to the City of cancellation of any required insurance policy for any reason.

g. **Waiver of Subrogation**

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

6.8 Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.

7. **Damage or Destruction.** The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the negligence or fault of the City or its officers, employees or agents.

8. **Indemnification and Limitation of Liability**

8.1 Licensee will defend, indemnify and hold harmless the City, its officers and employees, and agents (collectively, the “City”) from all loss, damages or claims of whatever nature, including attorney’s fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, “Licensee”) in connection with Licensee’s operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee’s operations, including the failure of the Licensee to comply with any provision of this Agreement.

a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault of City, be indemnified by Licensee against all losses, damages or claims. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee’s duty to indemnify, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.

b. City may, but does not have the duty to, participate in the defense of any claim or litigation with attorneys of the City’s selection and at the City’s sole cost without relieving the Licensee of any obligations hereunder.

c. Licensee’s obligations under this Agreement survive any termination of this Agreement or the Licensee’s activities in the License Area.

8.2. Neither Party is liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data (except as provided herein), or interruption or loss of use of service (except as provided herein), even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. **Taxes and Licenses**

9.1. Licensee must pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, government property excise tax, or other exaction assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City.

9.2. If any law or judicial decision results in the imposition of a real property tax on the interest of the City, the tax must also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

9.3. Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

10. **Rules and Regulations.** Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

11. Termination

11.1 For Cause

- a. Licensee may terminate this Agreement in the event of any of the following:
 1. Applications for Governmental Approval are rejected;
 2. Governmental Approval issued to Licensee by the City is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority;
 3. Licensee reasonably determines that any soil boring tests are unsatisfactory;
 4. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area and the injunction remaining in force for a period of 30 consecutive days.
 5. The inability of the Licensee to use any substantial portion of the License Area for a period of 90 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty or Acts of God or the public enemy. No Monthly License Fees shall be due during the period of non-use and such fees shall be discounted on a pro-rata basis for the number of days of non-use.
 6. If the License Area or Digital Billboard is destroyed or damaged in either party's reasonable judgment to substantially and adversely affect the use of the Digital Billboard.
- b. The City may terminate this Agreement and seek damages by giving Licensee 30 days' written notice after the happening of any of the following events:
 1. The failure of Licensee to perform any of its obligations under this Agreement and such failure is not cured fully within the 30 days' notice period or, if the cure cannot reasonably be completed within the 30 days' notice period, then within 90 days from the date of the original notice; provided that Licensee must initiate the cure within the original 30 days' notice period and thereafter diligently pursue the cure;
 2. The taking of possession for a period of 90 days or more of substantially all of the personal property used in the License Area belonging to the Licensee by or pursuant to final lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator; or
 3. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
- c. The City may terminate this Agreement and seek any other remedy allowed by law or equity by giving the Licensee 15 days' written notice of the Licensee's failure to timely pay rent or any other charges required to be paid by the Licensee pursuant to this Agreement.

- d. The City may terminate this Agreement if the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, immediately terminate this Agreement or alternatively and at its sole discretion, secure the required insurance at Licensee's expense, which will be immediately due and payable.

11.2 Without Cause. Each party may, in its sole discretion and without cause, terminate this Agreement by giving the other party written notice one year prior to the termination date.

- a. In the event the City terminates without cause within the first five years of this agreement, Licensee's actual capital cost directly related to equipment that is located on the License Area that cannot be removed for other use or salvage will be reimbursed to Licensee using a straight-line depreciation method calculated over the lesser of the equipment's useful life or the term of this Agreement, less the cost of bringing the property back to its original condition and any salvage value.
- b. In the event Licensee terminates without cause within the first five years of this agreement, Licensee will, at its own expense, return the property back to its original condition within 90 days of termination.
- c. In order to ensure adequate accounting of capital costs in the event of termination without cause, Licensee will provide written documentation of the capital costs and depreciation schedule for the equipment prior to the issuance of the Certificate of Occupancy.

11.3 Upon termination, Licensee will immediately pay to the City any due and unpaid Monthly License Fees and any Royalty Payments.

11.4 Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns, and all others similarly situated as to the License Area.

12. **Default**

12.1 Failure by a party to take any authorized action upon default by the other party of any of the other party's obligations does not constitute a waiver of the default nor of any subsequent default by the other party.

12.2 Acceptance of Monthly License Fees, Royalty Payments and other payments by the City under the terms of this Agreement for any period after a default by the Licensee of any of its obligations is not considered waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

13. **City's Representations and Warranties**. The City represents and warrants to the Licensee that:

- 13.1 It has full right, power, and authority to execute this Agreement;
- 13.2 The City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with the Licensee's right to use the License Area; and
- 13.3 The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

14. **Hazardous Waste**

- 14.1 Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
- 14.2 Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
- 14.3 Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
- 14.4 Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

15. Notice

- 15.1 Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To the City: City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

with a copy to: City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

To the Licensee: Lamar Central Outdoor Advertising, L.L.C.
 1661 E. Camelback Ste. 320
 Phoenix, Arizona 85016

- 15.2 Any notice given by certified mail is considered received on the third business day after the date of mailing.
- 15.3 Either party may designate in writing a different address for notice purposes pursuant to this section.

16. Assignment

- 16.1 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void.

- 16.2 Licensee may assign this Agreement, upon 30 days' written notice to the City and upon City's written consent, which may not be unreasonably withheld, conditioned or delayed. City may as a condition of consent, require that any assignee submit biographical and financial information to the City at least 30 days prior to any the assignment of Licensee's interest under this Agreement.
- 16.3 Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and Digital Billboard, and may assign this Agreement and Digital Billboard to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In this event, City will execute consent to financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in the real property of the License Area.
- 16.4 Subject to subsections 15.1, 15.2, and 15.4 Licensee may not assign or sublease any of its interest under this Agreement, nor permit any other person to occupy the License Area.
- 16.5 City shall have the right to assign, pledge or otherwise transfer the rights and obligations of the City under this Agreement, in whole or in part, and the City shall have the right to assign, transfer, convey or encumber any or all portion of the License Area, without the consent of Licensee, so long as the assignee assumes all the rights and obligations of the City under this Agreement.
17. **Severability.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
18. **Immigration Law Compliance.**
- 18.1 Licensee, 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.
- 18.2 Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 18.3 City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 18.4 City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee 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.
- 18.5 Licensee agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Licensee 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.

- 18.6 Licensee'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.
- 18.7 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.
19. **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
20. **Litigation.** This Agreement is governed by the laws of the State of Arizona. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.
21. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning all related matters. This Agreement will be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.
22. **Exhibits.**
 EXHIBIT A – Legal Description/Aerial Map Parcel No. 102-01-010M
 EXHIBIT B – Legal Description/Aerial Map Parcel No. 142-56-032M
 EXHIBIT C – License Area Conduit Area
 EXHIBIT D - Corporate Parent Guarantee

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE, an Arizona
 municipal corporation

 Kevin Phelps, City Manager

Date: _____

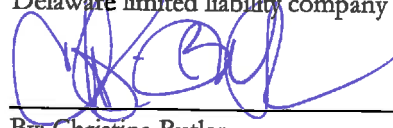
ATTEST:

 Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

LAMAR CENTRAL OUTDOOR, L.L.C., a
Delaware limited liability company




By: Christina Butler
Its: Vice President/General Manager

Date: 5/26/17

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 26th day of May, 2017, by Christina Butler in his/her capacity as authorized representative of LAMAR CENTRAL OUTDOOR ADVERTISING, L.L.C.


Notary Public

My Commission Expires:
October 17, 2020

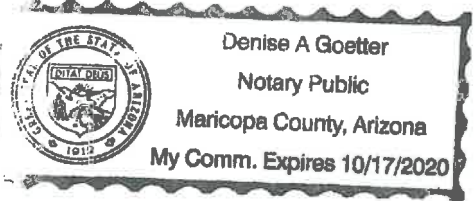


EXHIBIT A

Legal Description/Aerial Map Parcel No. 102-01-010M

EXHIBIT A.1 - LEGAL DESCRIPTION
NWC GLENDALE & LOOP 101 (PARK & RIDE)
LAMAR SIGN #: 417-00058-01

SOUTH SIGN

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN EASEMENT FOR AN OUTDOOR ADVERTISING SIGN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET (RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.22 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLENDALE AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 443.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 66 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 26.92 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 21 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 34.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 02 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 02 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

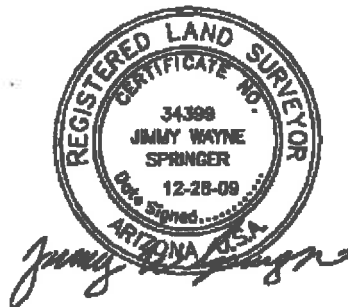


EXHIBIT A1
AGUA FRIA SOUTH
SOUTH SIGN

EXPIRES 12/31/2011

SOUTH SIGN ACCESS

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN EASEMENT FOR AN OUTDOOR ADVERTISING SIGN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET (RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.22 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLENDALE AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 443.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 66 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 26.92 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 21 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 34.41 FEET;

THENCE SOUTH 87 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 02 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.68 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 02 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 31.62 FEET;

THENCE NORTH 18 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 75.09 FEET;

THENCE NORTH 10 DEGREES 54 MINUTES 22 SECONDS WEST, A DISTANCE OF 36.47 FEET;

THENCE NORTH 00 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 9.45 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 44 SECONDS WEST, A DISTANCE OF 29.28 FEET;

**EXHIBIT A2
AGUA FRIA SOUTH
SOUTH SIGN ACCESS
PAGE 1 OF 3**

THENCE NORTH 00 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89 DEGREES 20 MINUTES 44 SECONDS EAST, A DISTANCE OF 49.28 FEET;
THENCE SOUTH 00 DEGREES 39 MINUTES 16 SECONDS WEST, A DISTANCE OF 27.43 FEET;
THENCE SOUTH 10 DEGREES 54 MINUTES 22 SECONDS EAST, A DISTANCE OF 33.08 FEET;
THENCE SOUTH 18 DEGREES 42 MINUTES 08 SECONDS EAST, A DISTANCE OF 76.52 FEET;
THENCE SOUTH 02 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 34.41 FEET;
THENCE SOUTH 87 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 20.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 4,026 SQUARE FEET, MORE OR LESS.

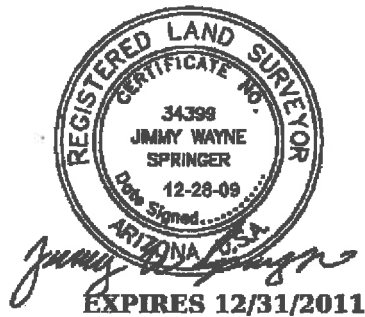


EXHIBIT A2
AGUA FRIA SOUTH
SOUTH SIGN ACCESS
PAGE 2 OF 3

WEST 1/4 CORNER SEC 4, T 2N, R 1E
 FOUND 1/2" REBAR DOWN 0.6'



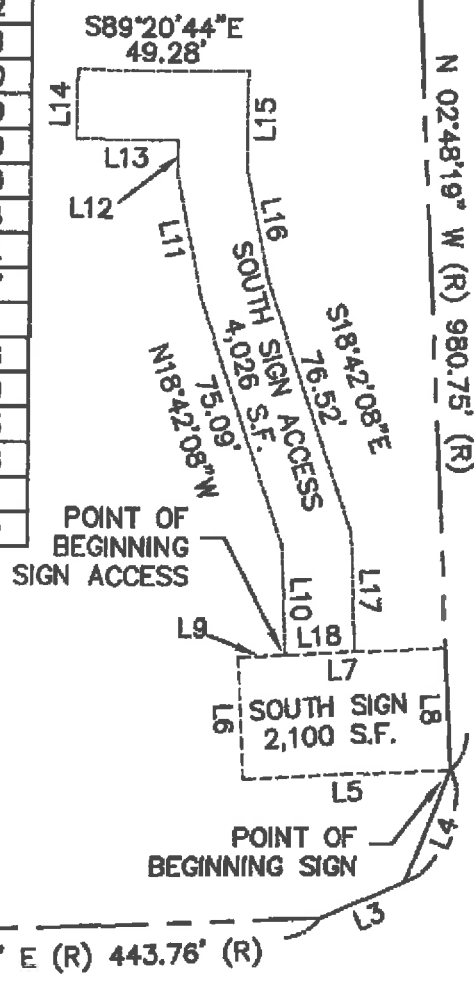
1 INCH = 50 FEET
 SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°08'03"E	87.22
L2	N01°51'57"W	65.00
L3	N66°19'58"E	26.92
L4	N21°30'08"E	34.41
L5	S87°11'41"W	60.00
L6	N02°48'19"W	35.00
L7	N87°11'41"E	60.00
L8	S02°48'19"E	35.00
L9	N87°11'41"E	13.68
L10	N02°48'19"W	31.62
L11	N10°54'22"W	36.47
L12	N00°39'16"E	9.45
L13	N89°20'44"W	29.28
L14	N00°39'16"E	20.00
L15	S00°39'16"W	27.43
L16	S10°54'22"E	33.08
L17	S02°48'19"E	34.41
L18	S87°11'41"W	20.00

N 00°03'47" E (M) 2609.53' (M) N 00°03'47" E (R) 2608.49' (R)
99TH AVENUE
 SW CORNER SEC 4, T 2N, R 1E
 FOUND MCHD BRASS CAP FLUSH
 POINT OF COMMENCEMENT



Jimmy W. Springer
 Expires 12/31/2011



AGUA FRIA FREEWAY (LOOP 101)

N 88°08'03" E (R) 443.76' (R)
GLENDALE AVENUE
 N 88°08'08" E (M) 2641.94' (M) N 88°08'03" E (R)
 SOUTH 1/4 CORNER SEC 4, T 2N, R 1E
 FOUND 2" ALUMINUM CAP FLUSH LS 21782

EXHIBIT A2
 AGUA FRIA SOUTH
 SOUTH SIGN ACCESS
 PAGE 3 OF 3

THUNDERBIRD SURVEYING LLC
 7741 EAST GRAY ROAD, SUITE 11
 SCOTTSDALE, ARIZONA 85260
 PHONE (480) 829-4399

**EXHIBIT A.2 LEGAL DESCRIPTION
LOOP 101, NORTH OF GLENDALE (PARK & RIDE)
LAMAR SIGN #417-00059**

NORTH SIGN

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN EASEMENT FOR AN OUTDOOR ADVERTISING SIGN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET (RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.22 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLENDALE AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 443.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 66 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 26.92 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 21 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 34.41 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 02 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 980.75 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 17 DEGREES 05 MINUTES 20 SECONDS WEST, A DISTANCE OF 247.34 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 54.22 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

**EXHIBIT A1
AGUA FRIA NORTH
NORTH SIGN
PAGE 1 OF 2**

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 17 DEGREES 05 MINUTES
20 SECONDS EAST, A DISTANCE OF 36.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,086 SQUARE FEET, MORE OR LESS.



EXHIBIT A1
AGUA FRIA NORTH
NORTH SIGN
PAGE 2 OF 2

NORTH SIGN ACCESS

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN EASEMENT FOR AN OUTDOOR ADVERTISING SIGN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET (RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.22 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLENDALE AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, NORTH 88 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 443.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 66 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 26.92 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 21 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 34.41 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 02 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 980.75 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 17 DEGREES 05 MINUTES 20 SECONDS WEST, A DISTANCE OF 283.96 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 54.22 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST, A DISTANCE OF 37.87 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS EAST, A DISTANCE OF 37.88 FEET;

**EXHIBIT A2
AGUA FRIA NORTH
NORTH SIGN ACCESS
PAGE 1 OF 3**

THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 25.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 947 SQUARE FEET, MORE OR LESS.



EXHIBIT A2
AGUA FRIA NORTH
NORTH SIGN ACCESS
PAGE 2 OF 3

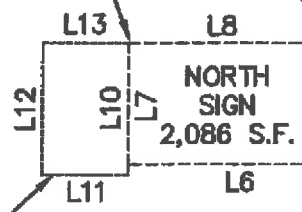
WEST 1/4 CORNER
SEC 4, T 2N, R 1E
FOUND 1/2" REBAR
DOWN 0.6'

POINT OF
BEGINNING
SIGN ACCESS



NORTH

1 INCH = 50 FEET
SCALE



POINT OF
BEGINNING SIGN

N 00°03'47" E (M) 2609.53' (M) N 00°03'47" E (R) 2608.49' (R)

99TH AVENUE

SW CORNER SEC 4, T 2N, R 1E
FOUND MCHD BRASS CAP FLUSH
POINT OF COMMENCEMENT



Jimmy W. Springer
Expires 12/31/2011

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°08'03"E	87.22
L2	N01°51'57"W	65.00
L3	N66°19'58"E	26.92
L4	N21°30'08"E	34.41
L5	N02°48'19"W	980.75
L6	N89°58'13"W	65.00
L7	N00°01'47"E	35.00
L8	S89°58'13"E	54.22
L9	S17°05'20"E	36.62
L10	S00°01'47"W	37.87
L11	S89°59'26"W	25.00
L12	N00°01'47"E	37.88
L13	S89°58'13"E	25.00

N 17°05'20" W 283.96'
N 17°05'20" W 247.34'

AGUA FRIA FREEWAY (LOOP 101)

N 88°08'03" E (R) 443.76' (R)

GLENDALE AVENUE

N 88°08'08" E (M) 2641.94' (M) N 88°08'03" E (R)

SOUTH 1/4 CORNER SEC 4, T 2N, R 1E
FOUND 2" ALUMINUM CAP FLUSH LS 21782

EXHIBIT A2
AGUA FRIA NORTH
NORTH SIGN ACCESS
PAGE 3 OF 3

THUNDERBIRD SURVEYING LLC
7741 EAST GRAY ROAD, SUITE 11
SCOTTSDALE, ARIZONA 85260
PHONE (480) 629-4399

EXHIBIT B

Legal Description/Aerial Map Parcel No. 142-56-032M

EXHIBIT B.1 - LEGAL DESCRIPTION

7691 N. 99TH AVENUE

LAMAR SIGN # 417-00205-01

NORTH SIGN NO. 2

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST 2581.90 FEET FROM A PK NAIL MARKING THE NORTHWEST CORNER OF SAID SECTION 4;

THENCE ALONG THE WEST LINE OF SAID SECTION 4, NORTH 00 DEGREES 05 MINUTES 57 SECONDS EAST, A DISTANCE OF 502.77 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.08 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 10 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 79 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF WAY OF AGUA FRIA FREEWAY (LOOP 101);

THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 10 DEGREES 12 MINUTES 14 SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 79 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

AGUA FRIA NORTH NO. 2

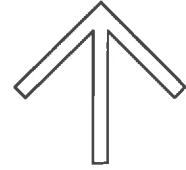
EXHIBIT A1

PAGE 1 OF 2



NORTHERN AVENUE

NORTHWEST CORNER SECTION 4
T 2 N, R 1 E, G&SRB&M
FOUND PK NAIL



NORTH

1 INCH = 50 FEET
SCALE

CITY OF GLENDALE

NORTH SIGN NO. 2
2,100 S.F.

99TH AVENUE
N 00°05'57" E (M) 2581.90' (M)
N 00°05'57" E 502.77'

101.08'
S89°54'03"E

P.O.B.

CITY OF GLENDALE

AGUA FRIA FREEWAY (LOOP 101)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°12'14"E	35.00
L2	S79°47'46"E	60.00
L3	S10°12'14"W	35.00
L4	N79°47'46"W	60.00

WEST QUARTER CORNER SECTION 4
T 2 N, R 1 E, G&SRB&M
FOUND 1/2" REBAR DOWN 0.6'



Jimmy W. Springer
Expires 12/31/2014

EXHIBIT A1
AGUA FRIA NORTH NO. 2
NORTH SIGN NO. 2
PAGE 2 OF 2

THUNDERBIRD SURVEYING LLC
6911 EAST THUNDERBIRD ROAD
SCOTTSDALE, ARIZONA 85254
PHONE (480) 629-4399

EXHIBIT B.2 - LEGAL DESCRIPTION
9802 W. BETHANY HOME ROAD
LAMAR SIGN # 417-00206-01
SOUTH SIGN NO 2

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT (MCHD) BRASS CAP, MARKING THE SOUTHWEST CORNER OF SAID SECTION 9, WHICH BEARS SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST 2596.64 FEET (MEASURED) SOUTH 00 DEGREES 04 MINUTES 52 SECONDS WEST 2596.65 FEET (RECORD) FROM A MCHD BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE WEST LINE OF SAID SECTION 9, NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST 588.44 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 09 SECONDS EAST, A DISTANCE OF 707.47 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 06 DEGREES 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 35.00 FEET;

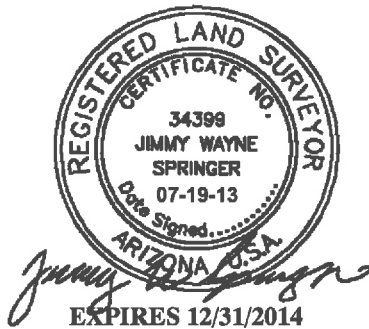
THENCE SOUTH 83 DEGREES 13 MINUTES 35 SECONDS EAST, A DISTANCE OF 60.00 FEET TO AN CHAIN LINK FENCE;

THENCE ALONG SAID CHAIN LINK FENCE, SOUTH 06 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 83 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,100 SQUARE FEET, MORE OR LESS.

AGUA FRIA SOUTH NO 2
EXHIBIT A1
PAGE 1 OF 2



MARYLAND AVENUE

WEST 1/4 CORNER SECTION 9
T 2 N, R 1 E, G&SRB&M
FOUND MCHD BRASS CAP FLUSH

N 87°27'23" E (M) 845.63' (M) N 87°27'15" E (R1) 845.63' (R1)
N 87°27'23" E (C) 742.89' (C) N 87°26'32" E (R) 742.89' (R)

CITY OF GLENDALE



PROPOSED SIGN
SOUTH SIGN NO. 2
2,100 S.F.

P.O.B.

S 89°55'09" E (C) 707.47' (C)

CITY OF GLENDALE



Expires 12/31/2014

EXISTING CHAINLINK FENCE

PROPERTY LINE

AGUA FRIA FREEWAY (LOOP 101)

S 00°04'51" W (M) 2596.64' (M) S 00°04'52" W (R) 2596.65' (R)
N 00°04'51" E (C) 588.44' (C)

99TH AVENUE

N 00°04'51" E (C) 727.16' (C)
N 00°04'52" E (R) 727.24' (R)

S 00°43'40" W (C) 529.68' (C)
S 00°44'00" W (R) 530.01' (R)

SOUTHWEST CORNER SECTION 9
T 2 N, R 1 E, G&SRB&M
FOUND MCHD BRASS CAP FLUSH

BETHANY HOME ROAD

SCALE: 1 INCH = 50 FEET

EXHIBIT A1
AGUA FRIA SOUTH NO. 2
SOUTH SIGN NO. 2
PAGE 2 OF 3

THUNDERBIRD SURVEYING LLC
6911 EAST THUNDERBIRD ROAD
SCOTTSDALE, ARIZONA 85254
PHONE (480) 629-4399

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH BEARING	CHORD
C1(C)	9°46'37"	1175.02	200.50	100.50	S80°52'42"E	200.26
C1(R)	9°46'37"	1175.00	200.50	100.49	S80°51'31"E	200.26
C2(M)	16°58'04"	1395.02	413.13	208.09	N84°28'25"W	411.62
C2(R)	16°58'04"	1395.00	413.12	208.08	N84°27'15"W	411.61

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	N06°46'25"E	35.00
L2(C)	S83°13'35"E	60.00
L3(C)	S06°46'25"W	35.00
L4(C)	N83°13'35"W	60.00
L5(M)	S00°04'51"W	1298.22
L5(R)	S00°04'52"W	1298.32
L5(R1)	S00°04'52"W	1298.34
L6(C)	N87°27'23"E	75.08
L6(R)	N87°26'32"E	75.08
L7(C)	S04°20'38"W	538.78
L7(R)	S04°20'58"W	539.12
L8(M)	S86°55'56"W	73.66
L8(R)	S87°03'45"W	73.55
L9(C)	S87°26'31"W	15.01
L9(R)	S87°26'32"W	15.02
L10(C)	N00°04'51"E	239.97
L10(R)	N00°04'52"E	240.00
L11(C)	S83°13'35"E	5.74
L12(C)	S00°43'40"W	329.25

REFERENCES

(R) WARRANTY DEED, DOCUMENT
2008-0179280

(R1) RECORD OF SURVEY, ACCORDING
TO BOOK 1132 OF MAPS, PAGE 32,
RECORDS OF MARICOPA COUNTY,
ARIZONA.

MONUMENT TABLE

- (1) FOUND PK NAIL IN PAVEMENT.
- (2) FOUND 1/2" REBAR, DAMAGED,
BENT NORTHEAST.
- (3) FOUND PK NAIL IN CONCRETE,
W/TAG LS 31020.
- (4) FOUND ADOT BRASS CAP IN
CONCRETE.
- (5) FOUND 1/2" IRON BAR, W/TAG LS
22285.
- (6) FOUND 1/2" REBAR, DAMAGED,
BENT NORTHWEST.

LEGEND

- (R) RECORD BEARING OR DISTANCE
- (M) MEASURED BEARING OR DISTANCE
- (C) CALCULATED BEARING OR DISTANCE
- ⊙ BRASS CAP AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED



Jimmy W. Springer
Expires 12/31/2014

EXHIBIT A1
AGUA FRIA SOUTH NO. 2
SOUTH SIGN NO. 2
PAGE 3 OF 3

THUNDERBIRD SURVEYING LLC
6911 EAST THUNDERBIRD ROAD
SCOTTSDALE, ARIZONA 85254
PHONE (480) 629-4399

EXHIBIT C
License Area Conduit Area

EXHIBIT C.1 CONDUIT
NWC GLENDALE & LOOP 101 (PARK & RIDE)
LAMAR SIGN: #417-00058-01

SOUTH CONDUIT TRENCH

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 10 FOOT WIDE CONDUIT TRENCH
LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH,
MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00
DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET
(RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID
SECTION 4;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, NORTH 88 DEGREES 08 MINUTES 03
SECONDS EAST, A DISTANCE OF 377.80 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 65.01 FEET
TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GLENDALE AVENUE AND THE
POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, A DISTANCE OF 18.51 FEET;

THENCE NORTH 80 DEGREES 49 MINUTES 40 SECONDS EAST, A DISTANCE OF 9.02 FEET;

THENCE NORTH 00 DEGREES 49 MINUTES 42 SECONDS EAST, A DISTANCE OF 13.54 FEET;

THENCE NORTH 61 DEGREES 31 MINUTES 40 SECONDS EAST, A DISTANCE OF 25.39 FEET;

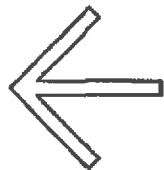
THENCE NORTH 80 DEGREES 26 MINUTES 31 SECONDS EAST, A DISTANCE OF 36.74 FEET;

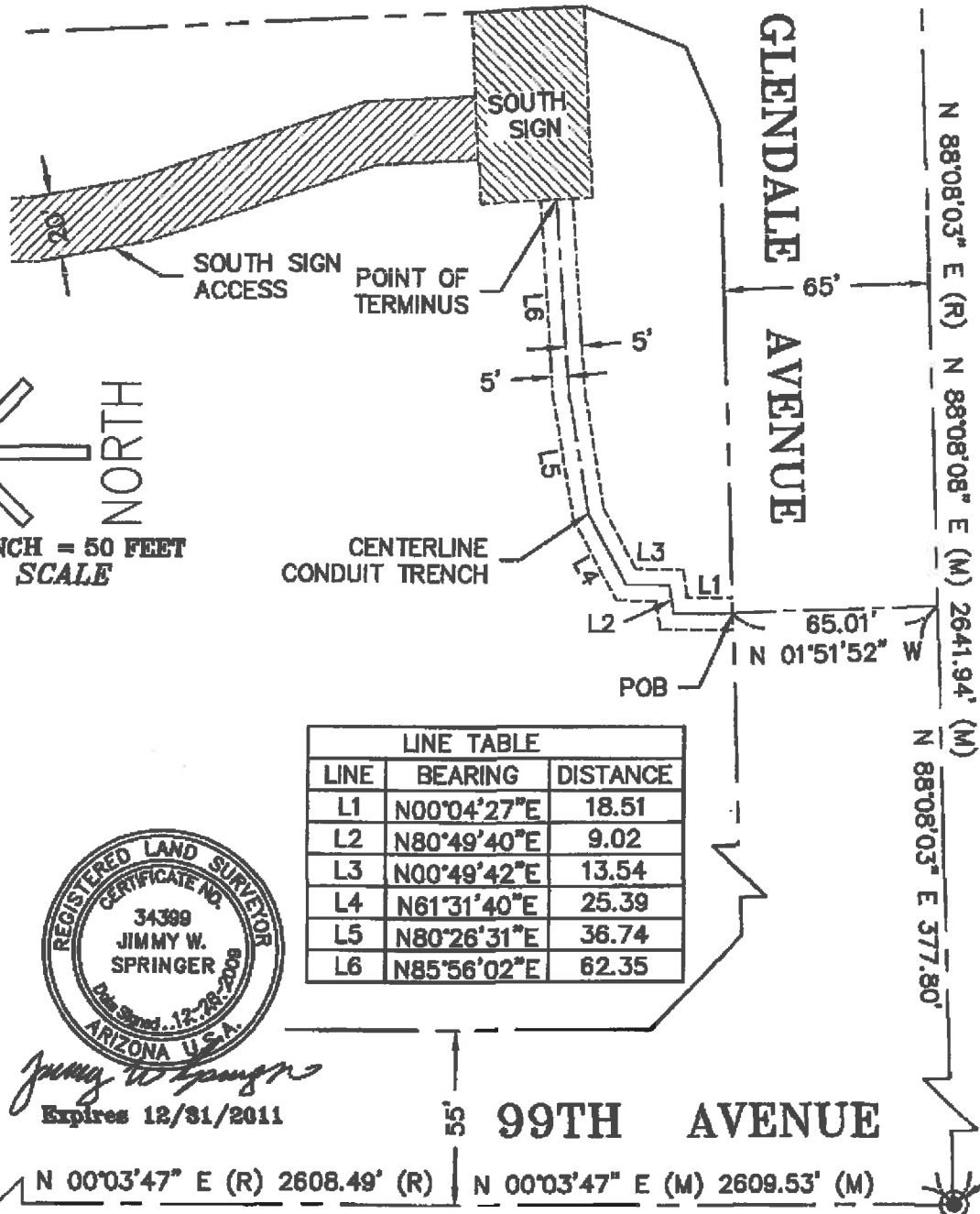
THENCE NORTH 85 DEGREES 56 MINUTES 02 SECONDS EAST, A DISTANCE OF 62.35 FEET
TO THE POINT OF TERMINUS.



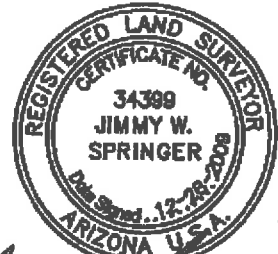
EXHIBIT A3
AGUA FRIA SOUTH
SOUTH CONDUIT TRENCH
PAGE 1 OF 2

AGUA FRIA FREEWAY (LOOP 101)


NORTH
 1 INCH = 50 FEET
 SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°04'27"E	18.51
L2	N80°49'40"E	9.02
L3	N00°49'42"E	13.54
L4	N61°31'40"E	25.39
L5	N80°26'31"E	36.74
L6	N85°56'02"E	62.35



WEST 1/4 CORNER SEC 4, T 2N, R 1E,
 FOUND 1/2" REBAR DOWN 0.6'

Jimmy W. Springer
 Expires 12/31/2011

SOUTH 1/4 CORNER SEC 4, T 2N, R 1E
 FOUND 2" ALUMINUM CAP FLUSH LS 21782

SW CORNER SEC 4, T 2N, R 1E,
 FOUND MCHD BRASS CAP FLUSH
 POINT OF COMMENCEMENT

N 00°03'47" E (R) 2608.49' (R) N 00°03'47" E (M) 2609.53' (M)

EXHIBIT A3
 AGUA FRIA SOUTH
 SOUTH CONDUIT TRENCH
 PAGE 2 OF 2

THUNDERBIRD SURVEYING LLC
 7741 EAST GRAY ROAD, SUITE 11
 SCOTTSDALE, ARIZONA 85280
 PHONE (480) 829-4399

EXHIBIT C.2 CONDUIT
LOOP 101, NORTH OF GLENDALE (PARK & RIDE)
LAMAR SIGN #417-00059

NORTH CONDUIT TRENCH

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING, A 10 FOOT WIDE CONDUIT TRENCH
LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH,
MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, WHICH BEARS SOUTH 00
DEGREES 03 MINUTES 47 SECONDS WEST 2609.53 FEET (MEASURED) 2608.49 FEET
(RECORD) FROM A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID
SECTION 4;

THENCE ALONG THE WEST LINE OF SAID SECTION 4, NORTH 00 DEGREES 03 MINUTES 47
SECONDS EAST, A DISTANCE OF 1401.06 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 55.00 FEET
TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 99TH AVENUE AND THE POINT
OF BEGINNING;

THENCE NORTH 87 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 17.70 FEET;

THENCE SOUTH 27 DEGREES 51 MINUTES 29 SECONDS EAST, A DISTANCE OF 19.23 FEET
TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 45.88 FEET, AND
FROM WHICH THE CENTER POINT OF SAID CURVE BEARS NORTH 62 DEGREES 08
MINUTES 31 SECONDS EAST, A DISTANCE OF 45.88 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH CENTRAL ANGLE OF 63 DEGREES 10
MINUTES 10 SECONDS, A DISTANCE OF 50.58 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 128.82 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 101.79 FEET
TO THE POINT OF TERMINUS.



EXHIBIT A3
AGUA FRIA NORTH
NORTH CONDUIT TRENCH
PAGE 1 OF 2

**(LOOP 101)
AGUA FRIA FREEWAY**

SOUTH 1/4 CORNER
SEC 4, T 2N, R 1E
FOUND 2" ALUMINUM CAP FLUSH
LS 21782

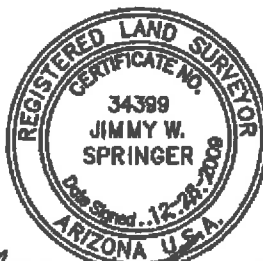
NORTH
SIGN



1 INCH = 60 FEET
SCALE

POINT OF
TERMINUS

NORTH
SIGN
ACCESS



Jimmy W. Springer
Expires 12/31/2011

CENTERLINE
CONDUIT
TRENCH

5' 5'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'13"E	55.00
L2	N87°14'01"E	17.70
L3	S27°51'29"E	19.23
L4	N88°58'22"E	128.82
L5	S89°47'24"E	101.79

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	63°10'10"	45.88	50.58

EXISTING SRP LINE
(AS MARKED)

WEST 1/4 CORNER SEC 4, T 2N, R 1E,
FOUND 1/2" REBAR DOWN 0.6'

POB

N 00°03'47" E (R)

99TH AVENUE

N 00°03'47" E 1401.06'

N 00°03'47" E (R) 2608.49' (R) N 00°03'47" E (M) 2609.53' (M)

GLENDALE AVENUE

N 88°08'03" E (R) N 88°08'08" E (M) 2641.94' (M)

SW CORNER SEC 4, T 2N, R 1E,
FOUND MCHD BRASS CAP FLUSH
POINT OF COMMENCEMENT

EXHIBIT A3
AGUA FRIA NORTH
NORTH CONDUIT TRENCH
PAGE 2 OF 2

THUNDERBIRD SURVEYING LLC
7741 EAST GRAY ROAD, SUITE 11
SCOTTSDALE, ARIZONA 85260
PHONE (480) 629-4399

EXHIBIT C.3 - CONDUIT AREA
7691 N. 99TH AVENUE
LAMAR SIGN: # 471-00205-01
NORTH SIGN NO. 2 ACCESS

THAT PORTION OF THE WEST HALF OF THE OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH REBAR MARKING THE WEST QUARTER CORNER OF SAID SECTION 4, WHICH BEARS NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST 2609.53 FEET FROM MARICOPA COUNTY HIGHWAY DEPARTMENT (MCHD) BRASS CAP MARKING THE SOUTH CORNER OF SAID SECTION 4;

THENCE ALONG THE WEST LINE OF SAID SECTION 4, SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, A DISTANCE OF 880.87 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE EAST RIGHT-OF-WAY OF 99TH AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG THE CENTERLINE OF A TWENTY FOOT (20') WIDE ACCESS EASEMENT, TEN FEET EACH SIDE OF THE CENTERLINE DESCRIBED HEREIN, SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 78.68 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE WITH A CENTRAL ANGLE OF 108 DEGREES 49 MINUTES 00 SECONDS, A DISTANCE OF 189.92 FEET TO A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2441.83 FEET;

THENCE ALONG SAID CURVE WITH A CENTRAL ANGLE OF 28 DEGREES 54 MINUTES 33 SECONDS, A DISTANCE OF 1232.05 FEET;

THENCE NORTH 10 DEGREES 09 MINUTES 20 SECONDS EAST, A DISTANCE OF 29.25 FEET TO THE POINT OF TERMINIUS.

CONTAINING 30,598 SQUARE FEET, MORE OR LESS.

AGUA FRIA NORTH NO. 2
EXHIBIT A2
PAGE 1 OF 2



WEST QUARTER CORNER SECTION 4
T 2 N, R 1 E, G&SRB&M
FOUND 1/2" REBAR DOWN 0.6'

NORTHWEST CORNER SECTION 4
T 2 N, R 1 E, G&SRB&M
FOUND PK NAIL

S 00°03'47" W (M) 2609.53' (M)
S00°03'47"W 880.87'

99TH AVENUE

99TH AVENUE

AGUA FRIA FREEWAY
(LOOP 101)



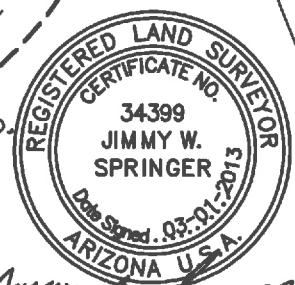
1 INCH = 50 FEET
SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°12'14"E	35.00
L2	S79°47'46"E	60.00
L3	S10°12'14"W	35.00
L4	N79°47'46"W	60.00
L5	S89°56'13"E	55.00
L6	S89°56'13"E	78.68
L7	N10°09'20"E	29.25

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	108°49'00"	100.00	189.92	139.72
C2	28°54'33"	2441.83	1232.05	629.44

NORTH SIGN
NO 2 ACCESS
30,598 S.F.
P.O.B.

SOUTHWEST CORNER SECTION 4
T 2 N, R 1 E, G&SRB&M
FOUND MCHD BRASS CAP FLUSH



Jimmy W. Springer
Expires 12/31/2014

EXHIBIT A2
AGUA FRIA NORTH NO. 2
NORTH SIGN NO. 2 ACCESS
PAGE 2 OF 2

THUNDERBIRD SURVEYING LLC
6911 EAST THUNDERBIRD ROAD
SCOTTSDALE, ARIZONA 85254
PHONE (480) 629-4399

EXHIBIT C.4 - CONDUIT AREA
9802 W. BETHANY HOME ROAD
LAMAR SIGN # 417-00206-01



MILLER LAND SURVEYING

131 S. 20th St., Phoenix, AZ 85034 Phone: (602) 243-7193 Fax: (602) 712-1969

ACCESS AND ELECTRIC EASEMENT

The 20.00 foot wide strip of land situated in the Southwest quarter of the Southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, centerline of said 20.00 foot strip with 10.00 feet on each side of said centerline, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 9, from which the West one-quarter corner of said Section 9 bears North 89 degrees 04 minutes 52 seconds West a distance of 2596.65 feet;

Thence North 89 degrees 04 minutes 52 seconds East, along the West line of the Southwest quarter of said Section 9, a distance of 372.03 feet;

Thence departing said West line, South 89 degrees 55 minutes 08 seconds East a distance of 90.00 feet to East Right-of-Way line of 99th Avenue, and the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 55 minutes 08 seconds East a distance of 71.33 feet;

Thence South 83 degrees 13 minutes 33 seconds East a distance of 546.60 feet to a curve to the Left, radius of which bears North 06 degrees 46 minutes 27 seconds East a distance of 20.00 feet;

Thence Northeasterly, along the arc of said curve, through a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet;

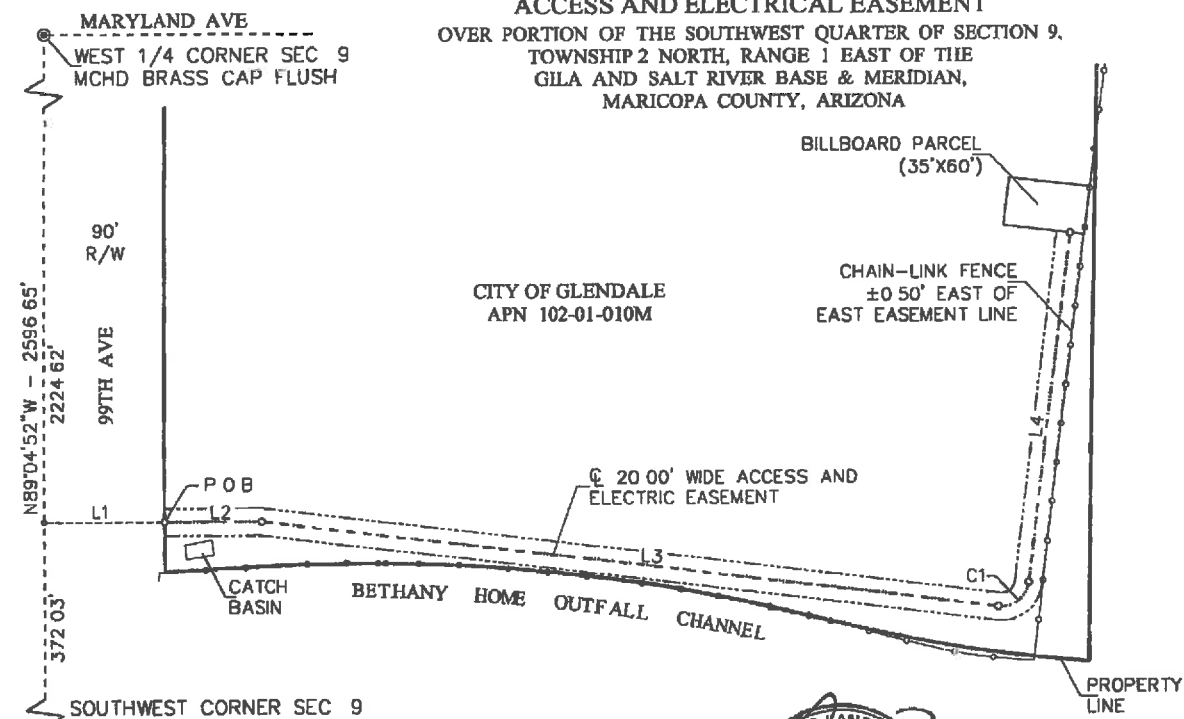
Thence North 06 degrees 46 minutes 27 seconds East a distance of 258.59 feet to the Southerly line of the "Billboard Parcel" and POINT OF TERMINUS.

Said strip containing 18,159 square feet or 0.4169 acres, more or less.



EXHIBIT 1

ACCESS AND ELECTRICAL EASEMENT
 OVER PORTION OF THE SOUTHWEST QUARTER OF SECTION 9,
 TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE
 GILA AND SALT RIVER BASE & MERIDIAN,
 MARICOPA COUNTY, ARIZONA



LINE DATA		
L1	S89°55'08"E	90.00'
L2	S89°55'08"E	71.33'
L3	S83°13'33"E	546.60'
L4	N06°46'27"E	258.59'

CURVE DATA		
R=20.00'	Δ=90°00'00"	L=31.42'



MILLER LAND SURVEYING
 131 SOUTH 20TH STREET
 PHOENIX, ARIZONA 85034-2512
 TEL (602) 243-7193
 FAX (602) 712-1969

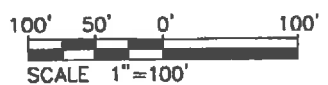


EXHIBIT D

Corporate Parent Guarantee

In order to induce City to enter into the Digital Billboard Placement License Agreement (the "License") by and between the City of Glendale, an Arizona municipal corporation ("City") and LAMAR CENTRAL OUTDOOR, L.L.C., a Delaware limited liability company ("Lamar"), LAMAR ADVERTISING COMPANY, INC., a public Delaware corporation ("Parent"), as the owner of greater than fifty one percent (51%) of the voting and equity interests in Lamar, and as the managing member of Lamar, hereby unconditionally guarantees the prompt and complete performance of and compliance with all covenants, obligations and duties of Lamar arising under or relating to the License.

1. Parent's obligations pursuant to this paragraph are primary and not secondary, and City need not seek satisfaction of any breach from Lamar before seeking satisfaction from Parent, which waives any notice of acceptance of this Guaranty.
2. If City, for any reason, seeks to enforce Parent's compliance with the provisions of this Guaranty, the same rights and remedies and choice of law provisions as are included in the License shall apply.
3. In addition, for the City benefit and as consideration for the License, Parent hereby makes the same representations and warranties as to Parent as those made by Lamar in the License, except that Parent represents that it is a corporation duly formed and validly existing under the laws of the State of Delaware.
4. Notices given to Parent shall be delivered and deemed received in the same manner as set forth in the Notice section of the License. Parent acknowledges that it has received a copy of the License.
5. This Guaranty shall continue in full force and effect until all obligations of Lamar under the License have been paid or performed in full.
6. Parent agrees that its obligations pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Parent shall have any knowledge thereof):
 - a. any termination, amendment, modification or other change in the License;
 - b. any failure, omission or delay on the part of City to conform or comply with any term of the License;
 - c. any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the License;
 - d. any dissolution of Parent or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Lamar, Parent, or any other guarantor of Lamar's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;
 - e. any merger or consolidation of Lamar, Parent, or any other guarantor of Lamar's obligations into or with any person, or any sale, lease or transfer of any of the assets of Lamar, Parent or any other guarantor of Lamar's obligations to any other person; or
 - f. any change in the ownership of the capital stock or equity ownership of Lamar, Parent, or any other guarantor of Lamar's obligations or any change in the relationship between Lamar, Parent, or any other guarantor of the License obligations, or any termination of

any such relationship.

- 7. Parent waives any defense arising by reason of any disability of Lamar or by reason of the cessation, dissolution, or non-existence of Lamar, from any cause whatsoever,
- 8. Lamar waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date of the foregoing License.

LAMAR ADVERTISING COMPANY, INC.,
a Delaware corporation

By: [Signature]

Its: VP/GM

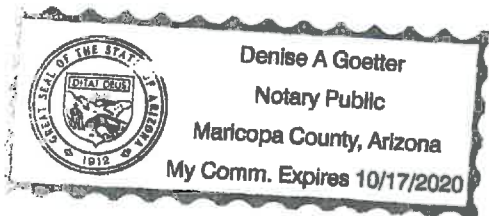
Date: 5/26/17

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 26th day of May, 2017, by Christina Butler in his/her capacity as authorized representative of Lamar Advertising Company

[Signature]
Notary Public

My Commission Expires:
October 17, 2020



LAMAR CENTRAL OUTDOOR, L.L.C., a
Delaware limited liability company

By: Christina Butler
Its: Vice President/General Manager

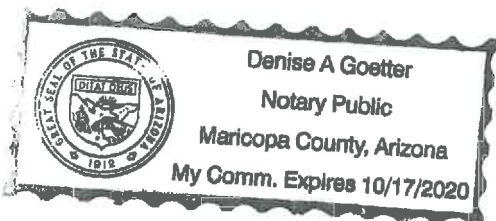
Date: 5/26/17

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 26th day of May, 2017, by Christina Butler in his/her capacity as authorized representative of LAMAR CENTRAL OUTDOOR ADVERTISING, L.L.C.

[Signature]
Notary Public

My Commission Expires:
October 17, 2020





Legislation Description

File #: 17-246, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH LZ DELTA, LLC, DOING BUSINESS AS GOAZ MOTORCYCLES, FOR THE PURCHASE OF LAW ENFORCEMENT BMW MOTORCYCLES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. 2 to the Linking Agreement with LZ Delta, LLC, doing business as (dba) GOAZ Motorcycles, Contract No. C-11160, for an increase of \$144,559.95, for the purchase of five (5) law enforcement BMW motorcycles for a total not to exceed amount of \$256,142.03, for the entire term of the Agreement.

Background

The vehicles requested for purchase will replace four (4) Police Department motorcycles scheduled for replacement and one (1) Police Department motorcycle that was recently extensively damaged in a collision. The four scheduled motorcycles meet the replacement schedule for police motorcycles currently set at seven years or 75,000 miles, dependent on use and maintenance history. These motorcycles are included in the Vehicle Replacement Fund (VRF) schedule and meet the criteria for replacement. The damaged motorcycle is being replaced, per the direction of the city's Risk Management Department, due to the cost to repair exceeding the cash value of the motorcycle, and the actual cash value of \$10,853.71 will be reimbursed back to the VRF.

GOAZ Motorcycles was awarded a bid by the State of Arizona to provide police motorcycles described in the Statewide Law Enforcement Motorcycles Contract. Staff is requesting to utilize the Cooperative Purchasing Agreement which permits cooperative use by other governmental agencies including the city. Contract No. ADSPO13-038704 was awarded on January 3, 2013 and is effective through January 2, 2018.

On September 27, 2016, the city entered into a Linking Agreement for Law Enforcement Motorcycles with GOAZ Motorcycles, Contract No C-11160, in an amount not to exceed \$111,582.08, utilizing the State of Arizona Contract No. ADSPO13-038704. On November 28, 2016, the city entered into Amendment No. 1 with GOAZ Motorcycles extending the term effective through January 2, 2018.

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

Currently, the City of Glendale Police motorcycle fleet is primarily composed of Honda ST1300 motorcycles which require third party up-fitting with law enforcement components to create a police package motorcycle. In 2016, Fleet Management and Police Services worked together and identified that the transition to the BMW R1200 police package motorcycle is in the best interest of the city. The requested law enforcement motorcycles are to be utilized by the Police Department, and will be used by the motor officers.

With the completion of this order, nine of the 29 motorcycles in the police fleet will be the BMW R1200.

Previous Related Council Action

On September 27, 2016, Council authorized entering into a Linking Agreement with LZ Delta, LLC, Contract No. C-11160, for the purchase of four (4) BMW police motorcycles, in an amount not the exceed \$111,582.08.

On January 27, 2015, Council authorized entering into a Linking Agreement with LZ Delta, LLC, Contract No. C-9633, for the purchase of two (2) police motorcycles, in an amount not to exceed \$70,000.

Community Benefit/Public Involvement

Purchase of these police motorcycles ensures the continued delivery of service provided by the Police Department and supports the public safety mission to serve and protect the community.

Budget and Financial Impacts

Funding is available in the FY 2016-17 Vehicle Replacement Fund. The increase in expenditures with GOAZ Motorcycles is \$144,559.95, for a total not to exceed amount of \$256,142.03, for the entire term of the Agreement.

Cost	Fund-Department-Account
\$144,559.95	1120-13610-551450, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 2
TO
LINKING AGREEMENT
(State of Arizona Contract No. ADSPO13-038704, Contract No. C-11160)

This Amendment No. 2 (“Amendment”) to the Law Enforcement Motorcycles (“Agreement”) is made this _____ day of _____, 2017, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and LZ Delta, LLC, an Arizona limited liability company dba GOAZ Motorcycles, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and LZ Delta, LLC dba GOAZ Motorcycles (“Contractor”) previously entered into Linking Agreement, Contract No. C-11160, dated September 27, 2016 (“Agreement”); and
- B. The original State of Arizona Contract No. ADSPO13-038704, had an initial one-year term effective January 3, 2013 through January 2, 2014 with the option to extend up to a maximum of four (4) years; and
- C. Amendment No. 1, dated November 28, 2016, Contract No. C-11160-1 modified the term date from January 3, 2017 to January 2, 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 of the Agreement is unchanged and shall expire January 2, 2018 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in the Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is amended to include the purchase of five (5) law enforcement BMW motorcycles (per attached quote).
- 4. **Compensation.** Section 3.B. of the Linking Agreement is modified and amended as follows:

- 4.1 Compensation. Contractor's compensation for the Project shall not exceed \$256,142.03 for the entire term of the agreement (initial term was \$111,582.08 and this Amendment 2 is \$144,559.95).
5. **Insurance Certificate.** Current certificate will expire on May 1, 2018 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
 8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
 9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

LZ Delta, LLC, an Arizona limited
liability company dba GOAZ
Motorcycles



By: Gina Marra

Its: Vice President

R 1200 RT-P Motor Pricing Form

K52 SF



LZ Delta, LLC DBA: GOAZ Motorcycles
15500 N Hayden Rd.
Scottsdale, AZ 85260
480-398-2545
Contact: Jay Tucker

Color **Option Code**

1	Night Black & Alpine White III	753	
0	Night Black (special order)	716	(adds 90 days to lead time)
0	Alpine White III (special order)	751	(adds 90 days to lead time)
0	Saphir Blue (Michigan State Police Blue)	755	(adds 90 days to lead time)
0	Glacier Silver Metallic (South Carolina State Police)	N99	(adds 90 days to lead time)

Quotation:

City of Glendale

	Option Code	Price	Motorcycle
0	Dynamic ESA	191	\$19,950.00
0	Gear Shift Assist Pro	222	\$0.00
0	GPS Preparation	272	\$0.00
0	Dynamic Package (204, 219, 224)	238	\$0.00
0	Chrome Exhaust	350	\$0.00
0	Additional Fog Lights	562	\$0.00
0	Public Address Microphone	599	\$0.00
0	Fire Extinguisher	666	\$0.00
0	High Seat Black	610	\$0.00
0	Low Seat Black	776	\$0.00

Special Order Options Do Not Commit To Bids Without First Confirming Availability

The Options Below are Standard Order Deck - Removal is only by Special Order - Option Delete

1	Heated Seat	518	\$155.56	\$155.56
1	Tire Pressure Monitoring	530	\$244.44	\$244.44
1	Cruise Control	538	\$342.22	\$342.22
1	Weather Protection	649	\$242.22	\$242.22

Qty Item Description

Per	Emergency Warning Lights (10)	BMW P/N	Order #	Price	Total Price
5	Red LED-X Light	63 17 2 361 718	5	\$114.25	\$571.25
5	Blue LED-X Light	63 17 2 361 719	5	\$114.25	\$571.25
0	Amber LED-X Light	63 17 2 361 720	0	\$114.25	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$123.46	\$0.00

Rear Duplex Emergency Warning Light (1)

0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$364.67	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$398.80	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$381.73	\$381.73
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$381.73	\$0.00

Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1)

6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$81.08	\$486.48
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$76.77	\$153.54
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$59.71	\$119.42
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$151.41	\$151.41

Non-BMW Options or Additional Labor Operations Provided by Dealer

	Basic Authority Build labor for items above	\$300.00
	Install Agency provided used radio / moving radar equipment (Kustom Raptor)/ticket printers. New radio antenna, main cable	\$638.76
	Sheep Skin Seat cover	\$147.00
	Setcom PTT System	\$790.00
	Fabrication to adapt existing lidar holsters to fit	\$58.00
	Tall Windshield (Z2351)	\$213.46
	Graphics Package	\$350.00

Units		Total Upfit Price - Page 1	\$4,932.30
1	Quotation valid for 60 days from date noted below.	Total Upfit Price - Page 2	\$512.40
	5/3/2017	Total Upfit Price - Page 3	\$502.75

\$28,911.99 each x qty (5) =
\$144,559.95

7.95%	Subtotal per Unit with Options	\$26,881.89
	State Sales Tax per unit (if applicable)	\$2,030.10
	Total Price	\$28,911.99 each

R 1200 RT-P Motor Pricing Form

K52 SF



Quotation for:

City of Glendale

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Price	Install labor (ea)	Total Price
Per	Additional Accessories					
	Dealer Installed Options					
0	Hill Start Control - Enabling Code	77 23 8 536 874	0	\$300.07	\$39.00	\$0.00
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$482.10	\$78.00	\$0.00
0	Shift Assistant Pro - Enabling Code	13 61 8 545 879	0	\$69.00	\$39.00	\$0.00
0	BMW Sport Exhaust System	77 11 8 543 042	0	\$1,022.52	\$156.00	\$0.00
	Convenience Options					
0	Extra Ignition Key	51 25 8 540 950	0	\$62.83	\$0.00	\$0.00
0	Stock Side Stand "Kicker" Peg	46 53 2 153 834	0	\$20.37	\$19.50	\$0.00
0	Map Light	71 60 2 407 772	0	\$109.26	\$19.50	\$0.00
0	Work Light	71 60 7 705 570	0	\$41.43	\$19.50	\$0.00
1	Note Pad Holder	65 14 0 421 315	1	\$44.44	\$19.50	\$63.94
0	POLICE Decal Set	82 00 0 419 312	0	\$73.99	\$39.00	\$0.00
0	Rear Flashlight Holder - Right or Left	71 60 2 407 773	0	\$162.04	\$11.70	\$0.00
0	Rear Flashlight / PR24 Holder - Right	71 60 2 407 775	0	\$208.33	\$11.70	\$0.00
1	Rear Flashlight / PR24 Holder - Left	71 60 2 407 776	1	\$208.33	\$11.70	\$220.03
0	Rear Vertical Shotgun Mount	65 14 0 445 541	0	\$494.44	\$39.00	\$0.00
0	M4 Combat Assault Rifle Mount	65 14 2 153 836	0	\$709.88	\$39.00	\$0.00
0	Shotgun / Assault Rifle Mounting Bracket	71 60 2 407 777	0	\$54.63	\$0.00	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$323.90	\$0.00	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$323.90	\$0.00	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$43.17	\$0.00	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 8 551 897	1	\$146.01	\$0.00	\$146.01
0	BMW Battery Charger II (1.25 Ah)	72 11 0 419 496	0	\$55.37	\$0.00	\$0.00
0	Power Socket Plug	61 13 8 060 106	0	\$19.56	\$0.00	\$0.00
0	Motorcycle Full Cover	71 60 2 212 962	0	\$100.31	\$0.00	\$0.00
0	Motorcycle Half Cover	71 60 2 212 204	0	\$36.11	\$0.00	\$0.00
0	Rocker Cover Protector Set (Stainless)	77 14 8 533 745	0	\$210.14	\$39.00	\$0.00
	Video Integration					
0	Mobile Vision Display Mount	71 60 2 409 959	0	\$36.11	\$15.60	\$0.00
0	Video System Camera Mount	71 60 2 407 779	0	\$20.37	\$15.60	\$0.00
0	Road Warrior Display Head Mount	71 60 2 409 960	0	\$36.11	\$15.60	\$0.00
0	Road Warrior Processor Mount - Radio Box	65 14 2 153 832	0	\$36.58	\$15.60	\$0.00
0	Video System Icon Connection Plug	71 60 2 407 780	0	\$5.67	\$11.70	\$0.00
	GPS Navigation					
0	BMW Navigator V GPS Kit Complete	77 52 8 536 090	0	\$743.62	\$87.00	\$0.00
0	GPS Dashboard - Upper	77 31 8 545 667	0	\$105.37	\$21.75	\$0.00
0	GPS Dashboard - Lower	77 31 8 545 668	0	\$89.15	\$21.75	\$0.00
0	GPS Release Push Button	46 63 8 542 042	0	\$1.37	\$21.75	\$0.00
0	GPS Mount Cradle	77 52 7 721 941	0	\$129.96	\$21.75	\$0.00
0	Car Kit for Navigator V	77 52 8 544 460	0	\$118.73	\$0.00	\$0.00
	Storage Options					
1	Saddlebag Liners (each)	71 60 7 704 109	1	\$82.41	\$0.00	\$82.41
0	Tank Top Bag	77 45 8 543 227	0	\$275.72	\$11.70	\$0.00

R 1200 RT-P Motor Pricing Form

K52 SF



Quotation for:

City of Glendale

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Price	Install labor (ea)	Total Price
Per	Additional Accessories					
Radio Options						
2	Radio Power Plug Connector	82 00 0 419 534	2	\$6.11	\$11.70	\$35.62
1	Radio Speaker Plug	71 60 2 407 781	1	\$6.21	\$11.70	\$17.91
0	Helmet Headset Interface Plug	71 60 2 407 782	0	\$6.67	\$11.70	\$0.00
1	Microphone Attachment Mount (need kit below)	71 60 2 408 075	1	\$26.85	\$7.80	\$34.65
1	Kustom/Stalker/MIC Remote Attachment Kit	71 60 2 407 778	1	\$11.11	\$7.80	\$18.91
1	Radio "Y" Power Harness		1	\$0.00	\$39.19	\$39.19
1	Radio Quick Mounting Plate	71 60 2 408 076	1	\$27.78	\$7.80	\$35.58
Accessory Connection Plugs						
1	Accessory Connection Plugs (3)	71 60 2 407 783	1	\$6.88	\$11.70	\$18.58
0	Tyco DUAC Release Tool w/sockets (25)	71 60 2 407 784	0	\$36.85	\$0.00	\$0.00
Radar Options						
0	Front 12v Power Outlet (lighter style)	71 60 2 407 785	0	\$56.48	\$39.00	\$0.00
0	Fused Front Power Socket Harness	71 60 2 409 958	0	\$30.56	\$11.70	\$0.00
1	Radar Connection Plug	71 60 2 407 786	1	\$5.46	\$11.70	\$17.16
0	Kustom Eagle Display Head Mount	71 60 2 407 787	0	\$44.44	\$19.50	\$0.00
1	Kustom Raptor Display Head Mount	71 60 2 407 788	1	\$44.44	\$19.50	\$63.94
1	Kustom Raptor Radar Counter Mount	65 14 2 153 829	1	\$32.88	\$19.50	\$52.38
0	Kustom Ka Band Front & Rear Antenna Mounts	71 60 2 407 789	0	\$67.59	\$11.70	\$0.00
1	Kustom K Band Front & Rear Antenna Mounts	71 60 2 407 790	1	\$70.37	\$11.70	\$82.07
1	Kustom Radar Remote Control Mounting Plate	71 60 2 407 791	1	\$22.22	\$11.70	\$33.92
1	Kustom/Stalker/MIC Remote Attachment Mount	71 60 2 407 778	1	\$11.11	\$7.80	\$18.91
0	MPH Bee III Display Head Mount	71 60 2 407 957	0	\$42.59	\$19.50	\$0.00
0	Stalker DSR 2X Display Head Mount	71 60 2 407 792	0	\$43.52	\$19.50	\$0.00
0	Stalker Dual Waterproof Display Head Mount	71 60 2 407 793	0	\$64.20	\$19.50	\$0.00
0	Stalker Front & Rear Antenna Mounts	71 60 2 407 794	0	\$67.59	\$11.70	\$0.00
0	Stalker Radar Remote Control Mounting Plate	71 60 2 407 774	0	\$24.07	\$7.80	\$0.00
0	Stalker Radar Counter Mount (radio box lid)	71 60 2 407 795	0	\$25.93	\$11.70	\$0.00
1	Radar / Lidar Gun Adaptor Plate	71 60 2 409 956	1	\$22.22	\$11.70	\$33.92
0	Kustom Talon Radar Gun Mount	65 14 0 415 855	0	\$201.23	\$11.70	\$0.00
0	LTI 20/20 Lidar Gun Mount	65 14 0 415 856	0	\$201.23	\$11.70	\$0.00
0	Kustom Pro-Laser 3 Lidar Gun Mount	65 14 0 415 857	0	\$201.23	\$11.70	\$0.00
0	Stalker II Radar Gun Mount	65 14 0 431 464	0	\$66.67	\$11.70	\$0.00
0	Decatur Genesis Radar Gun Mount	65 14 0 445 545	0	\$122.69	\$11.70	\$0.00
0	Stalker Lidar Gun Mount	65 14 0 415 846	0	\$160.99	\$11.70	\$0.00
Note: The Mounts Below Have Been Delayed Until Late Summer 2015						
0	Kustom Talon Radar Gun Mount	71 60 2 407 796	0	\$246.91	\$11.70	\$0.00
0	Decatur Genesis Radar Gun Mount	71 60 2 407 797	0	\$246.91	\$11.70	\$0.00
0	Kustom Pro-Laser 3 Lidar Gun Mount	71 60 2 407 798	0	\$246.91	\$11.70	\$0.00
0	Kustom Pro-Laser 4 Lidar Gun Mount	71 60 2 407 799	0	\$246.91	\$11.70	\$0.00
0	Stalker II Radar Gun Mount	71 60 2 407 800	0	\$246.91	\$11.70	\$0.00
0	Stalker X-Series Lidar Gun Mount Bracket	71 60 2 407 801	0	\$246.91	\$11.70	\$0.00
0	LTI 20/20 Lidar Gun Mount	71 60 2 407 802	0	\$246.91	\$11.70	\$0.00
0	LTI TrueSpeed Lidar Gun Mount	71 60 2 407 803	0	\$246.91	\$11.70	\$0.00
0	LTI TrueSpeed S/Sx/Se Monocular Mount	71 60 2 407 804	0	\$246.91	\$11.70	\$0.00



Legislation Description

File #: 17-247, Version: 1

AWARD OF IFB 16-46, AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VULCAN MATERIALS COMPANY FOR ROAD MATERIALS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to award IFB 16-46 and to authorize the City Manager to enter into an Agreement with Vulcan Materials Company for the purchase of road materials; and approve the expenditures of funds in an amount not to exceed \$170,000 for the initial one-year term; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals, in an amount not to exceed \$850,000 for the entire term of the Agreement.

Background

Road materials are used by street maintenance and water services crews to perform local asphalt repairs, fill potholes, repair sinkholes, and backfill excavation work after water main or sewer line repairs. These materials include a mixture of rock and sand used as a sub-grade to prevent road settling, as well as hot and cold mix asphalt for temporary and permanent pavement repairs. A bulk inventory is maintained for daily and emergency use, to react as quickly as possible restoring pedestrian and traffic access.

Analysis

The Materials Management Division solicited an invitation for Bid (IFB) 16-46 for road materials for the Streets Division of Public Works, and the Water Services Department. Three responses to the IFB were received and Vulcan Materials Company provided the lowest responsive and responsible bid.

The Public Works and Water Services Departments utilize the same materials for road restoration, and, by combining quantities expected to be used, can achieve a volume price reduction on materials.

Community Benefit/Public Involvement

Restoring road surfaces for motorists and pedestrians in a timely and cost efficient manner provides a safe environment for residents and business. This improves quality of life for Glendale residents, businesses, and visitors as well as reducing liability concerns.

Budget and Financial Impacts

Funding for the initial term is available in the Public Works and Water Services proposed Fiscal Year 2017-18 operating budget. Expenditures with Vulcan Materials Company are not to exceed \$170,000 for the initial

term and \$850,000 for the entire term, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$70,000	1340-16720-524400, Street Maintenance
\$100,000	2400-17290-524400, Water Distribution 2420-17630-524400, Wastewater Collection 2420-17630-524400, Storm Water

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from? N/A

Vendor Name: VULCAN MATERIALS COMPANY



**CITY OF GLENDALE
PROCUREMENT DIVISION
INVITATION FOR BIDS**

SOLICITATION NUMBER: IFB 16-46

DESCRIPTION: ROAD MATERIALS

OFFER DUE DATE AND TIME: FEBRUARY 24, 2017 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

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

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers 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 offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

Offers 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 2.0 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Elmer Garcia, CPPB
Contract Analyst
Egarcia1@glendaleaz.com




Solicitation Number: IFB 16-46
ROAD MATERIALS

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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	<p>Solicitation Number: IFB 16-46</p> <p>ROAD MATERIALS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION


- 1.1.1 The City of Glendale, Arizona (“City”) intends to establish a term contract with qualified firm(s) to provide road materials, including but not limited to, asphalt, asphalt millings, aggregates and sand.
- 1.1.2 Asphalt and aggregate materials are used in resurfacing, repairing and maintaining City streets, alleys, walkways, parking lots, etc.
- 1.1.3 The resultant contract may be used as needed by various City departments and divisions including, but not limited to, Field Operations, Transportation, Facilities, Engineering, Water Services, Community Housing, Parks, Recreation and Neighborhood Services.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The specifications and item descriptions represent items that meet the City’s needs.
- 1.2.2 The City may purchase additional quantities at any time within the contract period at the awarded contract price as per the terms and conditions of the resultant contract.
- 1.2.3 Quantities listed in this contract are the City’s best estimate only and do not obligate the City to order more than the City’s actual requirements and subject to availability of appropriated funds.

1.3 TECHNICAL SPECIFICATIONS

- 1.3.1 All products and services supplied by the Contractor shall comply with current Maricopa Association of Government (M.A.G.) Uniform Standard Specifications and applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.
- 1.3.2 The Contractor shall provide the following required mixes when requested by the City. All materials supplied by the Contractor shall follow the most recent version of M.A.G specifications (see EXHIBIT A).
 - 1.3.2.1 Hot mix asphalt, 3/8” fine dense grade
 - 1.3.2.2 Hot mix asphalt, 1/2” fine dense grade
 - 1.3.2.3 Hot mix asphalt, 3/4” fine dense grade

	Solicitation Number: IFB 16-46 ROAD MATERIALS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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- 1.3.2.4 Hot mix asphalt, Sand Seal
- 1.3.2.5 Cold mix patch asphalt
- 1.3.2.6 ABC Backfill (crushed aggregate)
- 1.3.2.6 Sand (washed)
- 1.3.2.7 Asphalt millings

1.3.3 Delivery Requirements

- 1.3.3.1 When requested by the City, Contractor shall deliver asphalt and other road materials to the City during the City's regular work days which is Monday through Friday, excluding holidays, between the hours of 6:00 A.M. through 5:00 P.M.
- 1.3.3.2 When delivery is required, the City shall notify the Contractor of the time and location at the time of the order. All deliveries shall be within the Glendale City limits. Materials shall be unloaded in City-approved locations only.

1.3.3.3 City of Glendale stockpile delivery location(s):

City of Glendale
6210 W. Myrtle Ave.
Glendale, AZ 85301


City of Glendale
6299 W. Frier Dr.
Glendale, AZ 85301

The City may establish additional stockpile locations in various locations throughout the City when the need arises.

- 1.3.3.4 Contractor shall not schedule any overtime or weekend deliveries without express authorization from the City's contract administrator or his designee.

1.3.4 Will Call Requirements

- 1.3.4.1 When needed by the City, asphalt and other road materials shall be available for pick-up by City crews during the City's regular work days which are Monday

	Solicitation Number: IFB 16-46 ROAD MATERIALS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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through Friday, excluding holidays, between the hours of 6:00 A.M. through 5:00 P.M.

1.3.5 Weekend and Off-Hours Requirements - Optional

1.3.5.1 When requested by the City, the Contractor shall provide or allow the City to pick-up road materials after normal business hours (evenings and nights) or on weekends upon 24 hours' notice by the City.

1.3.6 Sample Testing

1.3.6.1 Asphalt and other road materials shall conform to the requirements set forth in M.A.G Uniform Standards Specifications. Should the City have questions on a batch of faulty mix, the Contractor shall perform a sample test at no additional cost to the City. Test results shall be provided to the City in a reasonable time frame.

1.3.7 Recycling Requirements

1.3.7.1 When requested by the City, Contractor shall accept the City's unused asphalt materials for recycling at no additional cost to the City.

1.3.8 Contract Pricing


1.3.8.1 Pricing for asphalt and other road materials shall include, but not limited to, all equipment, materials, unloading costs, labor, tools, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs. Sales tax shall be shown as a separate item in the Contractor's invoice.

1.3.8.2 Contractor's delivery and standby time shall be based on contract pricing only. No additional cost, fees or surcharges shall be allowed by the City.

1.3.8.3 Price differential per ton as specified on the Price Sheet may be added for City purchases of road materials during weekends or overtime hours.

1.3.9 Sub-Contractor Requirements

1.3.9.1 Contractor may use sub-contractors to perform the requirements of this contract. Sub-contractors used under the scope of this contract shall meet and comply with all requirements, terms and conditions set forth herein. All sub-contracted services shall be warranted by and will be the responsibility of the Contractor.

	Solicitation Number: IFB 16-46 ROAD MATERIALS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 RETURN OF OFFER One (1) original copy of the proposal response and one (1) flash drive containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided.

The Offeror shall complete all sections of the IFB in the format and spaces provided. If additional space is needed than what is given, enter "See attachment for detail."

2.2 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include these items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.2.1 NOTICE**
- 2.2.2 TABLE OF CONTENTS**
- 2.2.3 SPECIFICATIONS (Section 1.0)**
- 2.2.4 SPECIAL INSTRUCTIONS TO OFFERORS (Section 2.0)**
- 2.2.5 SPECIAL TERMS AND CONDITIONS (Section 3.0)**
- 2.2.6 OFFER SHEET-3 SIGNED COPIES (Section 4.0)**
- 2.2.7 PRICE SHEET (Section 5.0)**
- 2.2.8 SOLICITATION ADDENDUM, (if applicable)**
- 2.2.9 ADDITIONAL SUBMITTAL REQUIREMENTS (3 References)**

2.3 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Alternate Offer.

Offerors are expected to conform to the IFB terms and conditions and requirements. Offerors may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Offerors should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has no obligation to accept any exception. Exceptions to City statutory requirements shall not be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the Offeror's prospect for award and/or render their offer non-responsive.

Offeror's Standard Terms and Conditions submitted with their bid will not be accepted by the City in lieu of the City's Terms and Conditions for contracts. Offerors submitting their own Standard Terms and Conditions with their bid will require negotiation.




Solicitation Number: IFB 16-46

ROAD MATERIALS

**CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

- 2.4 **ADDITIONAL SUBMISSION REQUIREMENT** The Offeror shall provide three (3) references from companies for whom Offeror has provided similar products/services in the last five years. Include company name, address, contact person, phone number, email address, a description of the products/services provided.
- 2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.6 **EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, may be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.
- 2.7 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate only. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.8 **EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.
- 2.9 **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. The actual use of the resultant contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

	<p>Solicitation Number: IFB 16-46</p> <p>ROAD MATERIALS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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2.12 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the bid by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.


2.13 PROPRIETARY INFORMATION Offerors 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.

Offerors 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.

2.14 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The 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.

2.15 CONFLICT OF INTEREST The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

2.16 NO CONTACT, NO INFLUENCE DURING IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or


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indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the IFB 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 IFB. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.


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

- 2.17 INQUIRIES** Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor 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. Contractors are encouraged to submit written questions via electronic mail at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB 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 IFB will be binding.

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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Specifications, terms and conditions, general instructions and conditions and any attachments. 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.
- 3.2 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. No fuel surcharges will be accepted by the City. The City shall not be invoiced at prices higher than those stated in this contract.
- 3.3 **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 **FOB POINT** Prices quoted shall be FOB destination to: The City of Glendale.
- 3.5 **TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.6 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for 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 60 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.7 **QUALITY** Contractor expressly warrants that all goods or services furnished under this contract shall be and free from defects in material or workmanship.
- 3.8 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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- 3.9 **ADDITIONS/DELETIONS OF PRODUCTS OR SERVICE** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.10 **NON-EXCLUSIVE CONTRACT:** The resultant contract is non-exclusive and is for the sole convenience of the City. The City reserves the right to obtain similar goods and services from alternative sources if needed.
- 3.11 **INSURANCE** Contractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

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


A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees” shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*” Such additional insured shall be covered to the

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full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.


- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *"The City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."* Such additional insured shall be covered 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.
 - b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "City of Glendale, and its departments, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

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b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance and/or self-insurance carried by the City of Glendale shall be excess and not contributory insurance.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.


C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Glendale. Such notice shall be sent directly to the Department.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The City of Glendale in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Glendale with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the City of Glendale Department 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 City of Glendale, Materials Management Division, 5850 W. Glendale Ave., Ste 317, Glendale, AZ 85301. The City of Glendale project/contract number and project description are to be noted on the certificate of insurance. The City of Glendale reserves the right to require complete, certified copies of all insurance policies required by this Contract at

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 16-46</p> <p>ROAD MATERIALS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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any time.

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Risk Management. Such action will not require a formal Contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.


3.12 **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/procurement/PubDocuments/SAVE-members.pdf>

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

3.14 **RESPONSIBILITY FOR CORRECTION** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City its priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance. Contractor further agrees to be fully responsible for any consequential damages suffered by the City as a result of specification or legal non-compliance.

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

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3.16 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:


- 3.16.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.16.2 The Contractor fails to perform adequately the services required in the contract.
- 3.16.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.16.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.16.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.

3.17 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the successful contractor(s). It is critical to the City that the contractor's emergency contact information remains current. The procurement staff member,

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identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

3.18 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.



Solicitation Number: IFB 16-46
ROAD MATERIALS

CITY OF GLENDALE
 Procurement Division
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

4.0

**CONDITIONAL ACCEPTANCE
 INVITATION FOR BID NO. IFB # 16-46
 TITLE: ROAD MATERIALS**

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

OFFER

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

Contractor Name: VULCAN MATERIALS Contractor Signature: *[Signature]*
 Company Address: 2526 E. UNIVERSITY Printed Name and Title: C. Dominick Mathney District Sales M612
PHOENIX, AZ. 85034 Telephone No. 602 809 2940
 Company Federal I.D.: 95-0645790 Arizona Sales Tax No. 21051456
 Email Address: SOUTHWAYP@UMCMAIL.COM

ACCEPTANCE OF OFFER

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

City of Glendale City Manager or Designee Signature:

ATTEST:

Printed Name and Title:

Julie Bower, City Clerk (SEAL)

Kevin R. Phelps, City Manager

APPROVED AS TO FORM:

Date: _____

Michael D. Bailey, City Attorney



Solicitation Number: IFB 16-46

ROAD MATERIALS

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

5.0

PRICE SHEET

All prices offered to the City shall be firm and fixed for the specified contract period. Contractor's pricing shall include but not limited to, all equipment, materials, unloading costs, labor, tools, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs.

SALES TAXES SHALL NOT BE INCLUDED IN THE UNIT PRICE FOR THE PURPOSE OF DETERMINING THE LOWEST COST. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

ASPHALT

Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.1	Hot Mix Asphalt, 3/8" Fine Dense Grade	Ton	500	\$ <u>72.00</u>	\$ <u>36,000.00</u>
5.2	Hot Mix Asphalt, 1/2" Fine Dense Grade	Ton	800	\$ <u>63.50</u>	\$ <u>50,800.00</u>
5.3	Hot Mix Asphalt, 3/4" Fine Dense Grade	Ton	400	\$ <u>63.00</u>	\$ <u>25,200.00</u>
5.4	Hot Mix Asphalt, Sand Seal	Ton	150	\$ <u>72.00</u>	\$ <u>10,800.00</u>
5.5	Cold Mix Patch Asphalt	Ton	1200	\$ <u>90.00</u>	\$ <u>108,000.00</u>
5.6	Asphalt Delivery Price to the City of Glendale Per Ton (Minimum of 24 tons on delivery)	Ton	800	\$ <u>7.00</u>	\$ <u>5,600.00</u>
Sub- Total (Item No. 5.1 through 5.6)					\$ <u>236,400.00</u>



Solicitation Number: IFB 16-46

ROAD MATERIALS

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

BASE MATERIAL

Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.7	ABC Backfill	Ton	13,500	\$ <u>5.25</u>	\$ <u>70,875.</u> ⁰⁰
5.8	Sand (Washed)	Ton	600	\$ <u>10.00</u>	\$ <u>6,000.</u> ⁰⁰
5.9	Asphalt Millings (GSA)	Ton	40	\$ <u>N/A</u>	\$ <u>N/A</u>
5.10	Base Material Delivery Price to the City of Glendale per Ton (Minimum of 24 tons on delivery)	Ton	600	\$ <u>5.25</u>	\$ <u>3150.</u> ⁰⁰
Sub- Total (Item No. 5.7 through 5.10)					\$ <u>80,025</u> ⁰⁰

Grand Total (Item No. 5.1 through 5.10)	\$ <u>316,425.</u> ⁰⁰
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OTHER OPTIONAL ITEMS

The Contractor shall provide pricing for the following items. The City may use these items on an "as needed" basis. These items are not included in the bid evaluation process. The City reserves the right to accept or reject these items when deemed to be in the best interest of the City. Upon acceptance by the City, these items shall become part of the contract.

Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
5.11	Contractor Standby Time (Flat Hourly Charge)	Hour	1	\$ <u>85.</u> ⁰⁰	\$ <u>85.</u> ⁰⁰
5.12	Price Differential Per Ton added to the regular price of Asphalt and Base Materials for City purchases during weekends or overtime hours.	Ton	1 ^(*)	\$ <u>5.</u> ⁰⁰	\$ <u>5.</u> ⁰⁰

() SEE ATTACHED FOR OPENING FEES*

5.13 **DELIVERY** Contractor shall deliver the road materials as per Specifications.

Comply:

Yes No *(*) PLUS ATTACHED OPENING FEES.*

5.14 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax



Dispatch / Order Desk
602-254-0081

Plant Locations


Gomez
2835 West Broadway road
Phoenix, AZ 85041
Tax Rate 6.3 %

West 43rd
4830 S 43rd Avenue
Phoenix, AZ 85041
Tax Rate 6.3 %

West Broadway
7845 West Broadway Road
Phoenix, AZ 85043
Tax Rate 6.3 %

Sun City
14521 North 115th Avenue
Elmirage, AZ 85335
Tax Rate 9.3 %

Plant Opening Fees
Saturday \$1000.00
Sunday \$2000.00
Weekday Nights \$1000.00
Weekend Nights \$2000.00

	<p>Solicitation Number: IFB 16-46</p> <p>ROAD MATERIALS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax % SEE ATTACHED PER PLANT

5.15 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

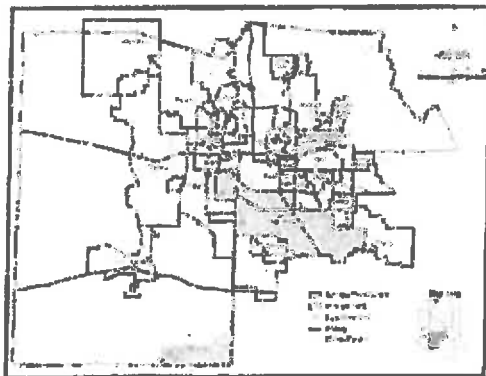
- Yes, I will accept payment under this contract with the Procurement Card.
VISA OR MASTER CARD.
- No, I will not accept payment under this contract with the Procurement Card.

Company Name: _____

EXHIBIT A



2016 Revision to the
2015 Edition



Uniform Standard Specifications and Details for Public Works Construction

Sponsored and Distributed by the



January 2016

SECTION 701

AGGREGATE

701.1 GENERAL:

Coarse and fine aggregates are defined in accordance with ASTM D2487. Material property requirements for specific uses are provided in applicable MAG sections.

Apparent specific gravity shall be at least 2.50, when tested in accordance with ASTM C127.

701.2 COARSE AGGREGATE:

Rock and gravel shall be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, friable, thin elongated, or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substance. Aggregate sources shall include, but not be limited to alluvial deposits, terrace aggregates, quarry stone, or other suitable sources including recycled products that meet all material test requirements as approved by the Engineer. Aggregate classification shall be made by size as noted herein.

701.2.1 Boulders: Particles of rock that will not pass a 12-inch square opening.

701.2.2 Cobbles: Particles of rock that will pass a 12-inch square opening, but are retained on a 3-inch square opening.

701.2.3 Coarse Gravel: Particles of rock that will pass a 3-inch U.S. standard sieve, but are retained on a 3/4-inch U.S. standard sieve.

701.2.4 Fine Gravel: Particles of rock that will pass a 3/4-inch U.S. standard sieve, but are retained on a No. 4 U.S. standard sieve.

701.3 FINE AGGREGATE (SAND):

Fine aggregate (sand) shall be fine granular material produced by the crushing of rock or gravel or naturally produced by disintegration of rock and shall be sufficiently free of organic material, mica, loam, clay, and other deleterious substances to be thoroughly suitable for the purpose for which it is intended. Fine aggregates particles shall pass a No. 4 U.S. standard sieve, but are retained on a No. 200 U.S. standard sieve.

701.4 RECLAIMED CONCRETE MATERIAL (RCM)

Reclaimed concrete material (RCM) is defined as an aggregate material that is derived from the crushing, processing and classification of Portland cement concrete construction materials recovered, salvaged, or recycled from roadways, sidewalks, buildings, bridges, and other sources.

In accordance with Section 7 of AASHTO M319, RCM shall not contain more than five percent by mass of brick or concrete block and shall be substantially free of wood, metal, plaster, and gypsum board. RCM shall be free of all materials that fall under the category of solid waste or hazardous materials as defined by the state or local jurisdiction. With the approval of the Engineer, these respective quantities may be adjusted if the performance of the RCM is not adversely impacted. RCM may be used alone or uniformly blended with other approved aggregate materials to obtain the applicable performance criteria. RCM shall not be used in Portland Cement Concrete without the prior approval of the Engineer.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP):

Reclaimed asphalt pavement (RAP) is defined as all recovered, salvaged or recycled asphalt road waste, large particles or milled material that has been size-reduced, crushed and or screened appropriately, making it reusable. This material shall be of a consistent and relatively clean manner as to not adversely affect the final material usage. RAP may be used alone or uniformly blended with other approved aggregate materials to obtain the applicable performance criteria. RAP shall not be used in Portland Cement Concrete without the prior approval of the Engineer.

SECTION 701

701.6 SAMPLING:

Sampling of aggregates shall be performed in accordance with ASTM D75.

- End of Section -

SECTION 702

BASE MATERIALS

702.1 GENERAL:

Base materials shall be as defined in Section 701, consisting of appropriately sized coarse and fine aggregates, Reclaimed Concrete Material (RCM) or Reclaimed Asphalt Pavement (RAP), other inert materials, and/or aggregates that have been treated for plasticity index mitigation, as approved by the Engineer. These materials, whether virgin or reclaimed or a uniform blend of both, shall conform to the end result quality requirements of this section.

When base material without further qualification is specified, the Contractor shall supply materials that meet the gradation and other quality requirements for Aggregate Base Course as defined in Table 702-1. When a particular classification of base material is specified, the Contractor may substitute materials meeting the gradation and other quality requirements for Aggregate Base Course for Select material, when approved by the Engineer.

The Contractor shall provide the Engineer laboratory testing documentation on the source of the base material showing compliance to Table 702-1 at least 10 business days prior to placement except where the base materials are being obtained from a currently approved source from a list maintained by the appropriate Agency or as determined by the Engineer. Included in the documentation shall be the percentage of RCM or RAP, if applicable.

RCM meeting the requirements of Section 701.4 can be utilized in base material at a maximum quantity of 50% and may be used in roadway applications or where otherwise specified by project plans or special provisions.

RAP meeting the requirements of Section 701.5 can be utilized in base material up to 100% and may be used in roadway applications or where otherwise specified by Project plans or special provisions.

702.1.1 Aggregate Base Course is primarily used in roadway applications or where otherwise specified by project plans or special provisions.

702.1.2 Select Material is primarily used, as a sub base in roadways, fill and embankment applications or where otherwise specified by project special provisions.

702.2 PHYSICAL PROPERTIES:

702.2.1 Base material shall meet the physical properties listed in Table 702-1.

SECTION 702

Table 702-1			
Sieve Analysis			
Test Methods AASHTO T-27, T-11			
Sieve Size	Accumulative Percentage Passing Sieve, by Weight		
	Select Material		Aggregate Base Course
	Type A	Type B	
3 in.	100	--	--
1-1/2 in.	--	100	100
1 in.	--	--	90 - 100
No. 4	30 - 75	30 - 70	38 - 65
No. 8	20 - 60	20 - 60	25 - 60
No. 30	10 - 40	10 - 40	10 - 40
No. 200	0 - 12	0 - 12	3 - 12
Plasticity Index			
Test Methods AASHTO T-89 Method A, T-90, T146 Method A			
Maximum allowable value	5	5	5
Fractured Face, One Face			
Test Method ARIZ 212, Percent by Weight of the Material Retained on a #4 Sieve			
Minimum required value	50	50	50
Resistance to Degradation and Abrasion by the Los Angeles Abrasion Machine			
Test Method AASHTO T-96, Percent Loss by Weight			
Maximum allowable value at 100 revolutions	10	10	10
Maximum allowable value at 500 revolutions	40	40	40

702.2.3: When tested for acceptance, Base material that does not meet Table 702-1 properties for gradation or PI may be approved at the Engineer's discretion if the R-Value is at least 70, when determined by test method AASHTO T-190 (see Table 310-1).

- End of Section -

SECTION 711

PAVING ASPHALT

711.1 GENERAL:

The asphalt shall be produced from crude asphalt petroleum or a mixture of refined liquid asphalt and refined solid asphalt. It shall be free from admixture with any residues obtained by the artificial distillation of coal, coal tar, or paraffin oil and shall be homogeneous and free from water.

Polymer modified asphalt cement shall be produced from crude asphalt petroleum and a polymer or blend of polymers mixed to produce a homogeneous material free from water.

Asphalt shall not be heated during the process of its manufacture, storage, or during construction so as to cause injury as evidence by the formation of carbonized particles.

711.2 TESTING REQUIREMENTS:

Paving asphalt shall be classified by the Performance Grading System and shall conform to the requirements set forth in Table 711-1 and AASHTO M-320 with the PAV temperature changes noted in the table. On all Grades Flash Point Temperature AASHTO T48: Minimum 230 °C and Mass Loss, Maximum 1.00 percent.

TABLE 711-1				
PERFORMANCE GRADING SYSTEM				
	PG 58-22	PG 64-16	PG 70-10	PG 76-16
Original Asphalt				
Viscosity, AASHTO T-316 (Note 1) Max. 3 Pa-s, Test Temp, °C	135	135	135	135
Dynamic Shear AASHTO T-315 (Note 2) G*/Sin δ, Min., 1.0 kPa Test Temp. @ 10 rad/s, °C	58	64	70	76
Tests Using Rolling Thin Film Oven Residue (AASHTO T-246)				
Mass Loss, Maximum %	1.0	1.0	1.0	1.0
Dynamic Shear AASHTO T-315 G*/Sin δ, Min., 2.20 kPa Test Temp. @ 10 rad/s, °C	58	64	70	76
Tests Using Pressure Aging Vessel Residue (AASHTO R-28)				
PAV Aging Temperature, °C (AASHTO R-28)	100	100	110	110
Dynamic Shear AASHTO T-315 G*/Sin δ, Max., 5000 kPa Test Temp. @ 10 rad/s, °C	22	28	34	34
Creep Stiffness, AASHTO T-313 (Note 3) S, Maximum, 300.0 Mpa m-value, Minimum, 0.300 Test Temp. @ 60s, °C	-12	-6	0	-6
Direct Tension, AASHTO T-314 (Note 3) Failure Strain, Minimum 1.0% Test Temp. @ 1.0 mm/min, °C	-12	-6	0	-6

NOTES:

(1) This requirement may be waived at the discretion of the specifying agency if the supplier warrants that the asphalt binder can be adequately pumped and mixed at temperatures that meet all applicable safety standards.

(2) For quality control of unmodified asphalt cement production, measurement of the viscosity of the original asphalt cement may be substituted for dynamic shear measurements of G*/sin (d) at test temperatures when the asphalt is a

SECTION 711

Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary or rotational viscometer (AASHTO T-210 or AASHTO T-202).

(3) If the Creep Stiffness is below 300 MPa, the direct tension test is not required. If the Creep Stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used in lieu of the Creep Stiffness requirement. Direct tension test is recommended for polymer modified asphalt binders. The m-value requirement must be satisfied in all cases.

Polymer modified paving asphalt shall be classified by the Performance Grading System and shall conform to the requirements set forth in Table 711-2 and AASHTO M320 with the PAV temperature changes noted in the table. On all Grades Flash Point Temperature AASHTO T48: Minimum 230 °C and Mass Loss, Maximum 1.00 percent. P is for Polymer and TR is for Tire Rubber.

TABLE 711-2				
PERFORMANCE GRADING SYSTEM				
	PG 64-23P	PG-76-22P	PG76-22TR Type 1 (Note 4)	PG76-22TR Type 2 (Note 4)
Viscosity, AASHTO T-316 (Note 1) Max. 3 Pa-s, Test Temp, °C	135	135	135	135
Dynamic Shear, AASHTO T-315 (Note 2) G*/sin δ, Min., 1.0 kPa Test Temp. @ 10 rad/s, °C	64	76	76	76
Elastic recovery, ASTM D6084 Procedure "B" @ 10°C	65	65	65	55
Phase Angle, Max	75	75	75	75
Separation test, Texas 540 % Max	4	4	4	4
Solubility in Trichloroethylene, ASTM D2042 or n-propyl bromide, ASTM D7553 % Minimum	-	-	97.5	-
Tests Using Rolling Thin Film Oven Residue (AASHTO T-240)				
Mass Loss, Maximum %	1.0	1.0	1.0	1.0
Dynamic Shear, AASHTO T-315 G*/sin δ, Min., 2.20 kPa Test Temp. @ 10 rad/s, °C	64	76	76	76
Tests Using Pressure Aging Vessel Residue (AASHTO R-28)				
PAV Aging Temperature, °C (AASHTO R-28)	100	110	110	110
Dynamic Shear, AASHTO T-315 G*/sin δ, Max., 5000 kPa Test Temp. @ 10 rad/s, °C	22	31	31	31
Mass Loss, AASHTO T-240 Weight % Max	1.0	1.0	1.0	1.0
Creep Stiffness, AASHTO T-313 S, Maximum, 300 Mpa m-value, Minimum, 0.300 Test Temp. @ 60s, °C	-18	-12	-12	-12
Direct Tension, AASHTO T-314 (Note 3) Failure Strain, Minimum 1.0% Test Temp. @ 1.0 mm/min, °C	-18	-12	-12	-12

SECTION 711

NOTES:

- (1) This requirement may be waived at the discretion of the specifying agency if the supplier warrants that the asphalt binder can be adequately pumped and mixed at temperatures that meet all applicable safety standards.
- (2) For quality control of unmodified asphalt cement production, measurement of the viscosity of the original asphalt cement may be substituted for dynamic shear measurements of $G^*/\sin \delta$, at test temperatures when the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary or rotational viscometer (AASHTO T-210 or AASHTO T-202).
- (3) If the Creep Stiffness is below 300 MPa, the direct tension test is not required. If the Creep Stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used in lieu of the Creep Stiffness requirement. Direct tension test is recommended for polymer modified asphalt binders. The m-value requirement must be satisfied in all cases.
- (4) "TR" binders shall have 9% to 11% reclaimed tire rubber and enough virgin polymer to meet all performance grade criteria specified. The blend percentages shall be listed on the Certificate of Compliance by the manufacturer. Type 1 shall meet solubility limits.

711.3 TEST REPORT AND CERTIFICATION:

At the time of delivery of each shipment of asphalt, the supplier supplying the material shall deliver to the purchaser 3 certified copies of the test report which shall indicate the name of the refinery and supplier, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the above specified tests. The test report shall be signed by an authorized representative of the supplier certifying that the product delivered conforms to the specifications for the type and grade indicated.

Until the certified test reports and samples of the material have been checked by the Engineer, that material will be only tentatively accepted by the Contracting Agency. Final acceptance will be dependent upon the determination of the Engineer that the material involved fulfills the requirements prescribed. The certified test reports and the testing required in connection with the reports shall be at no additional cost to the Contracting Agency.

711.4 TEMPERATURES:

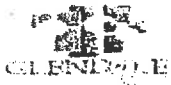
Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating.

711.5 CONVERSION OF QUANTITIES:

When pay quantities of paving asphalt are determined from volumetric measurements, the volumetric measurement at any temperature shall be reduced to the volume the material would occupy at 60 degrees F. in accordance with ASTM D1250. In converting volume to weight, the computations shall be based on Table 711-3.

TABLE 711-3		
ASPHALT CEMENT QUANTITY CONVERSION		
Grade of Material	Gals. Per Ton of 60 °F.	Lbs. Per Gal at 60 °F.
PG 58-22	236	8.47
PG 64-16	235	8.51
PG 70-10	235	8.51
PG 64-28P	236	8.47
PG 76-22P,TR	236	8.47
PG 76-16	233	8.58

- End of Section -



BID TABULATION SHEET

FINANCE DEPARTMENT/PROCUREMENT DIVISION
IFB NAME: ROAD MATERIALS
IFB NO.: 16-46
DUE DATE: February 24, 2017
CONTRACT ANALYST: Elmer Garcia

VULCAN MATERIALS COMPANY	MATERIAL DELIVERY INC. dba MDI ROCK	CUTTING EDGE CURBING SAND AND ROCK
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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	VULCAN MATERIALS COMPANY		MATERIAL DELIVERY INC. dba MDI ROCK		CUTTING EDGE CURBING SAND AND ROCK	
				UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	Hot Mix Asphalt, 3/8" Fine Dense Grade	500	Ton	\$72.00	\$ 36,000.00	No Bid	No Bid	NA	NA
5.2	Hot Mix Asphalt, 1/2" Fine Dense Grade	800	Ton	\$63.50	\$ 50,800.00	No Bid	No Bid	NA	NA
5.3	Hot Mix Asphalt, 3/4" Fine Dense Grade	400	Ton	\$63.00	\$ 25,200.00	No Bid	No Bid	NA	NA
5.4	Hot Mix Asphalt, Sand Seal	150	Ton	\$72.00	\$ 10,800.00	No Bid	No Bid	NA	NA
5.5	Cold Mix Patch Asphalt	1200	Ton	\$90.00	\$ 108,000.00	\$ 105.00	\$ 126,000.00	NA	NA
5.6	Asphalt Delivery Price to the City of Glendale Per Ton (Minimum of 24 tons on delivery)	800	Ton	\$7.00	\$ 5,600.00	\$ 10.00	\$ 8,000.00	NA	NA
Sub-Total (Item No. 5.1 through 5.6)					\$ 236,400.00		\$ 134,000.00		\$0.00
5.7	ABC Backfill	13500	Ton	\$5.25	\$ 70,875.00	\$ 8.00	\$ 108,000.00	\$15.75	\$212,625.00
5.8	Sand (Washed)	600	Ton	\$10.00	\$ 6,000.00	\$ 15.00	\$ 9,000.00	\$18.75	\$11,250.00
5.9	Asphalt Millings (GSA)	40	Ton	NA	NA	\$ 7.00	\$ 280.00	NA	NA
5.10	Base Material Delivery Price to the City of Glendale per Ton (Minimum of 24 tons on delivery)	600	Ton	\$5.25	\$ 3,150.00	\$ 10.00	\$ 6,000.00	\$10.75	\$6,450.00
Sub-Total (Item No. 5.7 through 5.10)					\$ 80,025.00		\$ 123,280.00		\$230,325.00
GRAND TOTAL					\$316,425.00		\$257,280.00		\$230,325.00



Legislation Description

File #: 17-249, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH STAFFING SPECIALISTS NV, LLC, FOR TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL AND PUBLIC WORKS AND RATIFICATION OF EXPENDITURES

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 for Temporary Workers for Recycling Facility, Landfill and Public Works with Staffing Specialists NV, LLC, Contract No. C-10230, for an increase in the compensation in the amount of \$4,540,180 to a not to exceed amount of \$5,886,980 for the full term of the Agreement for temporary staffing services, ratification of expenditures in the approximate amount of \$538,000 for services rendered through June 30, 2017; and authorizing the City Manager to renew the contract, at the City Manager's discretion, for three additional years in one-year increments. The current term of the Agreement is effective through August 28, 2017 and includes three remaining optional one-year renewals, allowing the Agreement to be extended through August 28, 2020.

Background

On August 25, 2015, Council authorized the entering into of two Agreements for temporary employment services to support the Public Works Department: Contract No. 10229 with JG Staffing, Inc. in an amount not to exceed \$4,375,765 over the full five-year term of the Agreement, and Contract No. C-10230 with Staffing Specialists NV, LLC in an amount not to exceed \$1,346,800 over the full five-year term of the Agreement. JG Staffing, Inc. was awarded the larger of the two Agreements to provide daily services to sort and process recycling materials at the Materials Recycling Facility, whereas Staffing Specialists NV, LLC would be used as needed to support the Landfill and Solid Waste Management.

In August 2016, the city entered into Amendment No. 1 with both vendors, extending the terms through August 28, 2017.

In March 2017, the city and JG Staffing, Inc. agreed to mutually terminate Contract No. C-10229. Public Works staff requested that Staffing Specialist NV, LLC agree to amend Contract No. C-10230 to include the daily support at the recycling facility.

Analysis

The initial agreement with Staffing Specialists NV, LLC, was for staffing services to provide temporary workers needed at various Public Works Departments. The three primary positions included mechanics, CDL drivers, and accounting personnel.

This request is to increase the compensation to include the cost of the addition of temporary workers to include line sorters, line leads, forklift operators, general labors and groundskeepers to replace the terminated agreement, and to include annual increases in the minimum wage per Arizona Revised Statute §23-363 that were not anticipated in the original Agreement.

Public Works staff estimate the value of work performed from the termination of Contract No. C-10229 with JG Staffing, Inc., through ratification of Amendment No. 2 to Contract No. C-10239 with Staffing Specialists NV, LLC, to be at \$538,000.

Previous Related Council Action

On August 25, 2015, Council authorized entering into an Agreement, C-10229, with JG Staffing, Inc. for temporary staffing services.

On August 25, 2015, Council authorized entering into an Agreement, C-10230, with Staffing Specialist NV, LLC, for temporary staffing services.

Community Benefit/Public Involvement

This Amendment will ensure uninterrupted operation of the city's Material Recycling Facility.

Budget and Financial Impacts

Funding for the ratification was available in the Fiscal Year 2016-17 Public Works Operating and Maintenance budgets. The increase in expenditures with Staffing Specialists NV, LLC, is \$4,540,180 for a total not to exceed amount of \$5,886,980 over the full term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$4,540,180	Various Public Works Divisions

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 TEMPORARY WORKERS FOR RECYCLING FACILITY,
LANDFILL AND PUBLIC WORKS
(City of Glendale Solicitation No. RFP 15-17, Contract No. C-10230)

This Amendment No. 2 (“Amendment”) to the Temporary Workers for Recycling Facility, Landfill and Public Works (“Agreement”) is made this _____ day of _____, 2017, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Staffing Specialists NV, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Staffing Specialists NV, LLC (“Contractor”) previously entered into Agreement for temporary workers for Recycling Facility, Landfill and Public Works, Contract No. C-10230, dated August 28, 2015 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning August 28, 2015 through August 27, 2016 and provided the option to extend for an additional four (4) years in one year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from August 29, 2016 through August 28, 2017; and
- D. Another contractor, JG Staffing Arizona was providing temporary services for other tasks under a similar agreement. However, in March 2017, the City terminated its contract with JG Staffing. The City wishes to have Staffing Specialist perform these services now in addition to the work previously contracted for in the original Agreement.
- E.. City and Contractor therefore wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged and shall expire on August 28, 2017.
3. **Scope of Work.** The Scope of Work shall be amended to include work previously assigned to JG Staffing under a separate contract and shall include tasks performed consistent with the Job Descriptions identified in Exhibit A.

4. **Compensation.** Contractor's compensation for the Agreement, including those furnished by its Sub-contractors, is increased to incorporate the unused portion of the amount previously contracted with JG Staffing (\$3,491,315), minimum wage increases mandated by state law, and a contingency amount for optional services to be performed by the Job Descriptions as noted in Exhibit A. The total amount of compensation to be paid to Contractor under this Agreement for its entire term (initial term and any renewal term) shall not exceed \$5,886,980, as provided in Exhibit B.
5. **Insurance Certificate.** Current certificate will expire on August 22, 2017. A new certificate that demonstrates coverage for any renewal term must be provided to Materials Management and the Contract Administrator at least 30 days before any renewal term takes effect.
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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Staffing Specialists NV, LLC, an
Arizona limited liability company



By: Linda Masaryk

Its: Manager

AMENDMENT NO. 2

**AGREEMENT FOR TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL
AND PUBLIC WORKS
(City of Glendale Solicitation No. RFP 15-17, Contract No. C-10230)**

EXHIBIT A

SCOPE OF WORK

The Scope of Work shall be amended to include the following positions:

Item No.	Job Description	Old Unit Price Per Hour	New Unit Price Per Hour
4.1.1	Line Sorter	\$11.27	\$14.00
4.1.2	Line Leads	\$11.27	\$14.70
4.1.3	Forklift Operator	\$12.60	\$16.80
4.1.8	General Labor-Landfill (OPTIONAL)	\$11.27	\$14.00
4.1.10	Groundskeeper/Service Worker I –Public Works (OPTIONAL)	\$12.60	\$14.00

All other terms and conditions shall remain unchanged for the term of the agreement.

AMENDMENT NO. 2

**AGREEMENT FOR TEMPORARY WORKERS FOR RECYCLING FACILITY, LANDFILL
AND PUBLIC WORKS**
(City of Glendale Solicitation No. RFP 15-17, Contract No. C-10230)

EXHIBIT B

COMPENSATION

The Compensation shall be amended as follows:

Contractor's compensation for the agreement, including those furnished by its Sub-contractors will not exceed \$807,360 for FY17; \$1,610,700 for FY18; \$1,684,592 for FY19; and \$1,784,328 for FY20 or a maximum of \$5,886,980 if the City exercises all renewal options.

All other pricing shall remain unchanged.



Legislation Description

File #: 17-251, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ISS FACILITY SERVICES, INC., TO PROVIDE CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES

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 ISS Facility Services, Inc. to provide custodial services at various city facilities in an amount not to exceed \$700,000 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 one, one-year renewal. The initial term of the agreement is effective until September 30, 2017.

Background

The Custodial Services Division of the Public Works Department is responsible for providing the material and labor for custodial services to 32 city buildings representing 402,004 square feet of interior building space. The Custodian Services Division is currently provided a custodial contractor augmented by four full time city employees.

ISS Facility Services, Inc. was awarded a bid by the Town of Marana Finance Department to provide janitorial services. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 2013-022 4540 Janser was awarded by the Town of Marana on October 1, 2013 and is effective through September 30, 2017, and includes an option to renew the contract an additional one, one-year period, allowing the contract to be extended through September 30, 2018.

On March 22, 2016, the city entered into a Linking Agreement for custodial services with ISS Facility Services, Inc., Contract No. C-10719, in amount not to exceed \$530,000, utilizing Maricopa County Contract No. 10086-RFP for Janitorial Services. The Linking Agreement was effective through February 28, 2017 and has expired.

On May 9, 2017, the city entered into a Linking Agreement for custodial services with ISS Facility Services, Inc., Contract No. C17-0380, in an amount not to exceed \$221,758, utilizing Maricopa County Contract No. 10086-RFP for Janitorial Services. The Linking Agreement is effective through June 30, 2017.

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

ISS Facility Services, Inc. was selected in 2016 based upon a review of numerous similarly-scoped government contracts and was found to be the lowest cost option that met the city’s needs. This Agreement will allow custodial services to continue in city facilities through September 30, 2018.

Previous Related Council Action

On May 9, 2017, Council authorized entering into a linking agreement, Contract No. C17-0380, with ISS Facility Services, Inc. for custodial services, in an amount not to exceed \$221,758.

On March 22, 2016, Council authorized entering into a linking agreement, Contract No. C-10719, with ISS Facility Services, Inc. for custodial services, in an amount not to exceed \$530,000.

Community Benefit/Public Involvement

Custodial services are necessary to comply with state health codes, for the proper maintenance of care of public facilities, and to ensure Glendale’s facilities meet the needs and expectations of the community.

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 proposed Fiscal Year 2017-18 Operating Budgets for the various departments. Expenditures with ISS Facility Services, Inc., are not to exceed \$700,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$700,000	Various

Capital Expense? No

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
ISS FACILITY SERVICES, 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 ISS Facility Services, Inc., a Delaware corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 1, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the Town of Marana entered into a contract with Contractor to purchase the goods and services described in the Janitorial Services Agreement, Agreement No. 2013-022 4540 JANSER ("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 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 1, 2013, until the date the contract expires on September 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 30, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 30, 2017. The City Manager or designee, however may renew the term of this

Agreement for 1 one-year period until the Cooperative Purchasing Agreement expires on September 30, 2018. Renewals are not automatic and shall only occur if the City gives 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 seven hundred thousand dollars (\$700,000) 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. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. 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 Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

ISS Facility Services, Inc.
c/o Karon Smedley
1215 W. Rio Salado Parkway
Tempe, AZ 85281-2954
602-222-2555

with copy to
ISS Facility Services, Inc.
c/o Legal Department
1019 Central Parkway North, Ste. 100
San Antonio, Texas 78232
legal.department@us.isswork.com

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"

ISS Facility Services, Inc.,
a Delaware corporation

By: _____

Name: ~~Karon Smedley~~ MARK A. COBB

Title: ~~Vice President, West Region~~ VP FINANCE

ISS FACILITY SERVICES INC.

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ISS FACILITY SERVICES, INC.**

EXHIBIT A

Town of Marana Agreement Number 2013-022 4540 JANSER
Janitorial Services



TOWN OF MARANA, ARIZONA
FINANCE DEPARTMENT
11555 WEST CIVIC CENTER DRIVE
MARANA, AZ 85653

GENERAL SERVICES AGREEMENT

Agreement Number: 2013-022 4540 JANSER

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and ISS FACILITY SERVICES, INC., a Delaware corporation (the "Contractor"), for the purpose of providing janitorial services to the Town. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

Article 1. SCOPE OF WORK

1.01. On August 2, 2013, the Town issued a "Request for Statement of Proposals of Contractors Interested in Performing Janitorial Services for the Town of Marana" (the "Janitorial RFSOP"). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The Janitorial RFSOP (and in particular, but not by limitation, the section entitled "Janitorial Service Requirements" and Addendum No. 1 and Addendum No. 2 to the Janitorial RFSOP, which are together attached as **Exhibit A** to this Agreement.

1.01.02. The Contractor's August 21, 2013 proposal in response to the Janitorial RFSOP, attached as **Exhibit B** to this Agreement (the "Contractor's Proposal").

Article 2. TERM

* 2.01. This Agreement shall be effective for an initial two-year term beginning on October 1, 2013 and ending on September 30, 2015.

* 2.02. The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to three consecutive one-year periods on the same terms as set forth in this Agreement, by executing a written amendment setting forth the renewal term signed by the Finance Director and the Contractor.

2.03. Before each of the three one-year extension periods, the Contractor may request revisions to the fee schedule, **Exhibit C**, for the extension period to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify

the fee schedule, the Contractor's sole remedy is to terminate this Agreement at the end of the then-current term (see section 7.02 below).

2.04. The term of this Agreement, including all renewals, shall not exceed five years.

Article 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Contractor.

3.02. The Contractor shall report to and coordinate duties with Brendan O'Connor, Facilities and Asset System Superintendent (the "Town Representative").

3.03. Under the direction of and in coordination with the Town Representative, the Contractor shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA
Attention: Ryan Benavides
Interim Public Works Director
Address: 5100 W. Ina Road
Tucson, Arizona 85743

With a copy to:
TOWN OF MARANA
Attn: Finance Director
11555 W. Civic Center Drive
Marana, Arizona 85653

Contractor: ISS FACILITY SERVICES, INC.
Attention: Howard Korn
General Manager
Address: 3860 S Palo Verde Road, Suite 308
Tucson, Arizona 85714

Article 4. LIMITATION OF ASSIGNMENT

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Contractor pursuant to this Agreement, the term "Contractor" shall include the Contractor, Contractor's staff, all subcontractors identified in the Contractor's Proposal, and all other persons working at the Contractor's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Contractor, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Contractor in performance of this Agreement are not subject to the limitations of section 4.01 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Contractor without the express written consent of the Finance Director.

Article 5. WORK PRODUCT

5.01. All of the Contractor's "Work Product" (including without limitation all reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Contractor shall not publish any results of scientific, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

Article 6. INVOICES AND PAYMENT

6.01. Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, the Contractor shall charge the rates set forth on the fee schedule, **Exhibit C**, for all services and work performed by the Contractor under this Agreement.

6.02. The Contractor shall not submit an invoice covering the cost of services, and the Town shall not be financially obligated to pay the Contractor for services, unless and until the Town's Finance Department has issued a Purchase Order for the services.

6.03. The Town's financial obligation for the Contractor's performance of services shall not exceed the amount of the Purchase Order, as it may be amended from time to time.

6.04. The Contractor shall submit to the Town Representative for processing and payment a monthly invoice for services performed under this Agreement, and each invoice shall include:

6.04.01. The days when the work and services were performed, in the form specified in section E (1) of Exhibit A.

6.04.02. Reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the work and services addressed by the invoice.

6.05. The Contractor shall be liable for all taxes applicable to the proceeds received by the Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.06. Except as otherwise set forth in this Article, the Town shall pay the Contractor within 30 days after the Town Representative approves the Contractor's invoice or any portion of it.

6.07. The Town may withhold final payment for services until the Town is satisfied that the Contractor has complied with all the obligations specified in this Agreement related to the services, as set forth in section E(2) of Exhibit A.

6.08. Any rework required by the Town to satisfy the requirements or performance of this Agreement shall be at the sole expense of the Contractor, as set forth in section E (3) of Exhibit A.

Article 7. TERMINATION AND BREACH

7.01. The Contractor may terminate this Agreement upon not less than 15 days written notice to the Town Representative and the Finance and Purchasing Director if the Town fails to perform its obligations under this Agreement through no fault of the Contractor.

7.02. The Contractor may at its option terminate this Agreement at the end of the initial two-year term, or at the end of the first or second one-year extension, if the Town does not agree to modify the fee schedule, Exhibit C, for the renewal period (see section 2.03 above).

7.03. The Town may terminate this Agreement with or without cause upon 15 days written notice to the Contractor.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to the Contractor, other than for payment of acceptable services rendered prior to termination.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

Article 8. INDEMNIFICATION

The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, intentional, or negligent acts in the performance of services pursuant to this Agreement.

Article 9. INSURANCE

9.01. Except as otherwise provided in this Article, the Contractor and any subcontractor who performs any work for the Contractor under this Agreement shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

9.02. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subcontractor, to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: Town of Marana, Attn: Contract Administration, Finance Department, 11555 W. Civic Center Drive, Marana, Arizona 85653.

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

9.04. The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

9.05. Notwithstanding the requirements set forth in section 9.01 above, if any subcontractor is a sole proprietor without employees, the subcontractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subcontractor executes a waiver in accordance with A.R.S. § 23-961(P). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

9.06. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.07. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

Article 10. MISCELLANEOUS PROVISIONS

10.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

10.07. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Contractor shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Contractor.

10.08. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.09. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":
THE TOWN OF MARANA,
an Arizona municipal corporation



for Erik Montague
Finance and Purchasing Director

10/21/13
Date

The "Contractor":
ISS FACILITY SERVICES, INC.,
a Delaware corporation



Howard Korn
General Manager

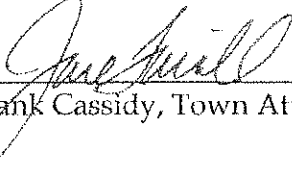
10/14/13
Date

Federal I.D.#: 06-1585248

ATTEST:

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:



for Frank Cassidy, Town Attorney

LIST OF EXHIBITS

- Exhibit A: The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2 to the Janitorial RFSOP
- Exhibit B: The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP
- Exhibit C: The Contractor's and subcontractor's schedules of billing rates

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

TOWN OF MARANA

REQUEST FOR PROPOSALS # 2013-022

Janitorial Services

Issue Date: August 2, 2013

Submit Proposals to:

**Town of Marana Clerk's Office
11555 W. Civic Center Dr., Bldg A3
Administration Bldg.
Marana, AZ 85653**

**By August 21, 2013
4:00 P.M. Local Time**

**Pre-Proposal Conference August 12, 2013, 9:00 AM
Marana Operations Center
5100 W. Ina Rd.
Marana, AZ 85743**

This solicitation is available on the Town's Web Site at www.marana.com under
Businesses --Bid Postings..

Advertising Dates: August 6 and August 8, 2013

1

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

Pre-Proposal Conference

Respondents are strongly encouraged to carefully read the entire RFP prior to the pre-proposal conference.

There will be a Pre-Proposal Conference on **August 12, 2013, 9:00 AM at the Marana Operations Center (MOC), 5100 W. Ina Rd, Marana, AZ 85653**. The purpose of the Pre-Proposal Conference will be to allow potential proposers to familiarize themselves with the physical locations and to ask any questions related to the project. From the MOC, a walk-through of facilities will be led by town staff. For driving transportation, participants will be responsible for their own arrangements.

Proposers will be admitted to inspect these facilities only at the time of the Pre-Proposal Conference.

Please RSVP to mglasson@marana.com by 1:00 p.m. August 9, 2013 or fax to 520-382-1902.

Remarks, comments, or answers to questions expressed during the Pre-Proposal Conference are unofficial and do not modify any provision of the RFP unless subsequently confirmed in an RFP Addendum.

Award of Contract

The contract will be awarded to the Proposer or Proposers whose offer is deemed most advantageous to the Town of Marana. Unless otherwise indicated in the Request for Proposals, the Town of Marana reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the Town of Marana. The Town of Marana reserves the right to award the contract to more than one Proposer. The Town may ask for additional information from any or all proposers during the evaluation process. Failure to promptly respond to any such request may be grounds for immediate rejection of that proposal. The Town will use all relevant information in determining the proposal most advantageous to the Town. The Town reserves the right to reject any or all proposals, to waive any informality in any proposal, and to negotiate with Proposers to reach Best and Final Offers.

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

Evaluation Criteria

The following evaluation criteria will be used to determine which Proposer(s) is (are) selected:

Cost.

Capabilities, assets, and resources available to perform the contract work.

Successful history of providing janitorial services for similar customers.

Conformance with RFP terms and conditions.

SCOPE OF WORK

A. Description of Work

The Town of Marana is soliciting proposals from qualified firms to perform janitorial services for various buildings within the Town. Proposers will propose a "plan that will deliver the highest level of service, quality and value to the Town of Marana."

B. Work Location and Schedule

The inventory of buildings is indicated in EXHIBIT I – INVENTORY OF BUILDINGS.
See Pages 8-9

C. Janitorial Service Requirements

1. Perform all work in a professional workmanlike manner meeting the minimum industry standards for quality and service and maintain compliance with OSHA regulations at all times with respect to Contractor's equipment and chemicals.
2. Police Dept. will be cleaned five (5) times per week; Municipal Court will be cleaned five (5) times per week; Marana Administration (Marana Municipal Complex) will be cleaned five (5) times per week; Marana Operations Center will be cleaned five (5) times per week; Community Room Modular and Public Works Modulares will be cleaned five (5) times per week; Men's and Woman's Locker Building will be cleaned five (5) times per week; Parks Admin. Building will be cleaned five (5) times per week; Recreation Center will be cleaned five (5) times per week.

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

3. Signs and Traffic Signal Office Fleet Services Office, TS MOC Office, Old Yard Bathroom and Facilities MMC Office will be cleaned two (2) times per week:

Contractor will provide the following services on a **daily** basis:

- a. Sweep and mop all tile floors.
- b. Vacuum all carpeted floors in managers office area and executive board room
- c. Clean all interior mirrors and fixtures.
- d. General janitorial cleaning of offices.
- e. All waste baskets emptied and trash removed to dumpster on site.
- f. Replace all toiletries & paper products using supplies provided by Town.
- g. Kitchens and sink areas shall be cleaned and sanitized.
- h. Bathrooms shall be cleaned and sanitized.

4. Vacuum all remaining carpet **three** times a week in all buildings

5. Contractor shall provide the following services on a **weekly** basis:

- a. Desk, counter, table, and equipment surfaces shall be dusted.
- b. Carpets shall be spot cleaned to remove spots.
- c. Fingerprint soil shall be removed from door jambs, wall corners, etc.
- d. Cobwebs shall be removed from ceilings/corners.
- e. Clean all interior windows

6. Contractor shall clean all entryway glass inside and outside, on a **daily** basis.

7. **Quarterly:** strip, seal and wax rubberized flooring in the Dispatch Call Center.

8. **Yearly:** strip, seal and wax VCT flooring in the break rooms, kitchens, bathrooms and Offices.

9. Contractor shall supply equipment, chemical cleaning supplies, mops, & cleaning linens, except in the case of the Recreation Center which supplies own chemicals.

10. The Town shall provide all toiletries, trash liners, and paper products.

11. All Vacuuming performed in the Administration Building shall be completed prior to 8:00 a.m. or started after 5:00 p.m. Monday through Friday.

D. Equipment Requirements

The Proposer's proposal shall describe the equipment to be assigned to this project – include year, make, and model. This information will be considered when the Town evaluates Proposer's proposals. Equipment shall also be subject to inspection and approval prior to award of contract. See Equipment List, Section 1.

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

E. Payment Requirements And Term

1. Records

The Contractor shall keep a daily record showing the name of building cleaned, supervisor's name, staff's names, and CONTRACT NUMBER. The daily records shall be delivered to Brendan O'Connor (Facilities and Asset System Superintendent) on a monthly basis. These records are a requirement for payment. Invoices received without the daily schedule will not be paid.

2. Work Measurement

The work shall be measured by the Building. Payment will not be made for any part of a Building that is not completed. The Town shall perform inspections promptly after work completion to ascertain Contractor's compliance with contract requirements. Repeat work necessary due to unsatisfactory performance will be the responsibility of the contractor, and no additional compensation will be paid by the Town.

3. Unsatisfactory Performance

If the contractor fails to perform within the requirements and standards of this RFP and any resulting contract the Town may exercise the following options:

- a. The Town may perform the work.
- b. Contract the re-work to another contractor.
- c. Terminate any resulting contract for non-performance.

In the event any of the above actions are performed, the contractor shall be responsible for any and all costs plus 10%. In the event the contract is terminated the contractor shall be liable and responsible for 100% of all re-procurement costs including the difference in contract costs.

4. Term

It is the intent of the Town to award a two (2) year contract with up to three (3) one-year extensions for a total of five (5) years. Any extension shall be by a formal change to any contract and based on prior years performance. After two years the contractor may request a price adjustment. Any price adjustment will be evaluated by the Finance Department and a determination made as to appropriateness.

F. Other Considerations

1. Prior to commencement of work the firm selected will be required to:
 - a. Provide a copy of Contractor's Town of Marana Business License;
 - b. Provide an insurance certificate naming The Town of Marana as an **additional insured** in the amount as stated in the Contract, included herein.

Exhibit A
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
to the Janitorial RFSOP
Pages 8 - 36

- c. Provide proof of ability to legally work in the United States for each employee whether assigned to this contract or not.
 - d. Execute the contract, a sample of which is included herewith.
2. The Town of Marana reserves the right to:
- a. Cancel this solicitation.
 - b. Reject any and all proposals.
 - c. Select the offeror's proposal that, in its judgment, best will meet The Town of Marana's needs, regardless of any differences in estimated project costs between that offeror and all others.
 - d. Negotiate a contract that covers selected parts of a proposal or a contract that will be interrupted for a period, or terminated for lack of funds.

EXHIBIT I – INVENTORY OF BUILDINGS

**NOTE: PLEASE DO NOT VISIT THESE FACILITIES INDEPENDENTLY OF THE
PRE-PROPOSAL WALK-THROUGH ON August 12, 2013 at 9:00 A.M.**

A. Marana Municipal Complex: 11555 W. Civic Center Drive, Marana, AZ 85653

1. Administration: Approximately 57,000 sq. ft. 3 floors, 2 large public restrooms, 7 smaller restrooms, 3 kitchen areas, 4 kitchenette areas w/ small sinks.
This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week (Mon thru Fri)

2. Marana Police Department: 11555 W. Civic Center Drive, Marana, Arizona 85653
Approximately 32,500 sq. ft., 2 floors, 2-3 stall restrooms, 1 handicap restroom, 2 4-stall, locker rooms with showers, 1 full kitchen and 1 kitchenette
(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week (Mon thru Fri))

3. Marana Municipal Court: 11555 W. Civic Center Drive, Marana, Arizona 85653
Approximately 9,517 sq. ft. 1 floor, 3 single restrooms, 2 large public restrooms; 1 kitchen:
(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week (Mon thru Fri) except Courtroom in use on Wednesdays from 9:00 a.m. – 4:30 p.m.)

B. Parks Administration Building: 13251 N. Lon Adams Road, Marana, Arizona 85653
Approximately 5,050 sq. ft. 1 floor, 2 restrooms; 1 kitchen:
(This facility cleaned 5:00 p.m. – 8:00 a.m. Five Days Per Week (Mon thru Fri))

C. Marana Recreation Center 13250 N. Lon Adams, Marana, Arizona 85653
Approx. 8900 sq. ft. 1 floor, 4 restrooms; 1 kitchen area:
(This building cleaned 10:00 p.m. – 8:00 a.m. Five Days Per Week (Mon thru Fri) with cleaning solutions furnished by Town to be used and kept at this location)

D. Marana Operations Center 5100 W. Inn Road, Tucson, Arizona 85743

1. Main Building Approximately 13,000 sq. ft. 1 floor, 4 restrooms; 1 kitchen:
This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week (Mon thru Fri)
2. Operations Center Traffic Signal Metri Building
Approximately 600 sq. ft. 1 floor, 1 restroom
(This building cleaned Two Days Per Week (Tue and Fri) 8:00 a.m. - 5:00 p.m.)

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The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2
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3. Public Works Modulars (2)
Approximately 3,490 sq. ft. 1 floor, 2 restrooms and 1 kitchen
*(This building to be cleaned Five Days Per Week [Mon thru Fri]
between 7:00 a.m. – 5:00 p.m.)*

4. Operations Men's and Woman's Locker Building
Approximately 980 sq. ft. 1 floor, 2 restrooms:
*(This building to be cleaned Five Days Per Week [Mon thru Fri]
between 7:00 a.m. – 5:00 p.m.)*

5. Community Room Modular
Approximately 2100 sq. ft. 1 floor, 2 restrooms
*(This building to be cleaned Five Days Per Week [Mon thru Fri]
between 7:00 a.m. – 5:00 p.m.)*

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Section 1 Proposer Questionnaire

Proposer: _____

Attach additional sheets if necessary.

1. Present your cleaning plan and work schedule:

2. Present your staffing plan, including details of how many workers and supervisors will be assigned to perform the work schedule. Indicate how many persons will need an entry key and security pass. Include plan for backup and relief personnel;

3. Describe any additional services or enhancements your company can offer.

3. What supplies, equipment, training, or other resources will the Town be required to provide if your company is selected?

4. Present your training plan for employees and supervisors.

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5. Upon notice of award of this contract, how many days will be required before you can begin service ?

6. Indicate any subcontractors you will use and in what capacity:

Proposer: _____

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EQUIPMENT LIST

Proposer: _____

The following equipment is planned to be used in performing this contract. Proposal shall use the proper equipment required to perform janitorial services of the size described herein. The Town may inspect the equipment prior to awarding the contract, as well as during the contract term. Equipment that in the Town's opinion is in poor operating condition will not be allowed for use in performing this contract.

Proposer shall complete the following:

<u>No.</u>	<u>Name</u>	<u>Type</u>	<u>Model/Year</u>	(Circle as Appropriate) <u>Contractor Owned</u>
1.	_____	_____	_____	Yes/No
2.	_____	_____	_____	Yes/No
3.	_____	_____	_____	Yes/No
4.	_____	_____	_____	Yes/No
5.	_____	_____	_____	Yes/No
6.	_____	_____	_____	Yes/No
7.	_____	_____	_____	Yes/No
8.	_____	_____	_____	Yes/No
9.	_____	_____	_____	Yes/No
10.	_____	_____	_____	Yes/No

Contractor Signature _____

Date _____

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Section 2 Company Information

Proposer: _____
Attach additional sheets if needed.

1. Provide an introduction to your company, including type of ownership, company history, office location, and future business plan.

2. Provide at least four current references with contact information including agency name, contact person name and title, address, email address, and telephone number. References should be for similar customers.

Company _____

Exhibit A
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3. Provide a list of company personnel who will be assigned to the Town account.

Company.....

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Section 3 PRICING PAGE

RESPONDENT SHALL FILL IN THE FOLLOWING:

<u>Item #</u>	<u>Description</u>		<u>Price</u>
A Marana Municipal Complex			
1	Administration As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
2	Marana Police Department As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
3	Marana Municipal Court As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
B Parks Administration Building As called for in specifications			
		Monthly Price	\$ _____
		Annual Price	\$ _____
C Marana Recreation Center As called for in specifications			
		Monthly Price	\$ _____
		Annual Price	\$ _____
D Marana Operations Center			
1	Main Building As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
2	Operations Center Traffic Signal Metal Building As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
3	Public Works Modulars(2) As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____

Proposer: _____

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4	Operations Center Locker Building As called for in specifications	E-d Monthly Price	\$ _____
		E-d Annual Price	\$ _____
5.	Community Room Modular	F Monthly Price	\$ _____
		F Annual Price:	\$ _____
Total Monthly Price for All Facilities			\$ _____
Total Annual Price for All Facilities			\$ _____

Hourly Rates for: Supervisor: \$ _____

Custodian: \$ _____

In the event extra work is required which is not listed in this RFP, hourly rates will be charged as above. The proposed rates shall be all inclusive to include all costs and expenses.

Prices to be firm for the two-year initial contract period. Subsequent adjustments may be addressed as indicated in Section 2.03 of the Sample Contract.

Proposer: _____

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Section 4
OFFER FORM

I _____ certify under penalty of perjury by my
Name of person signing the Offer
Signature below, that the _____ submit this
Name of Firm

Offer without influence, collusion or engaging in anti-competitive practices'. I further
certify that all information provided is true, accurate and current and that this offer does
not discriminate against any employee or applicant.

I have read the proposal and any attachments provided and understand the requirements
of the tasks identified. I am fully confident that if my firm is selected we will be able to
comply with all of the requirements and perform as required. We do hereby make this
offer in good faith and will accept a contract, if offered, and provide the services as
required.

Receipt of the following RFP Addenda are hereby acknowledged: _____

Signature of officer

date

This form must be signed and accompany the original copy of the proposal.

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TOWN OF MARANA, ARIZONA
FINANCE DEPARTMENT
11555 WEST CIVIC CENTER DRIVE
MARANA, AZ 85653

GENERAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and [^CONTRACTOR'S NAME], an Arizona corporation [^revise as necessary] (the "Contractor"), for the purpose of providing [^short name] services to the Town. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

ARTICLE 1. SCOPE OF WORK

1.01. In [^insert month and year], the Town issued a "Request for Proposals for [^revise with exact RFP name] for the Town of Marana" (the "[^short name] RFP"). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The [^short name] RFP, and Addendum No. 1 and Addendum No. 2 [^revise as necessary] to the [^short name] RFP, which are together attached as Exhibit A to this Agreement.

1.01.02. The Contractor's [^insert date] proposal in response to the [^short name] RFP, attached as Exhibit B to this Agreement (the "Contractor's Proposal").

ARTICLE 2. TERM

2.01. This Agreement shall be effective for an initial two-year term beginning on [^insert date] and ending on [^insert date].

2.02. The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to three consecutive one-year periods on the same terms as set

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forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor.

2.03. Before each of the three one-year extension periods, the Contractor may request revisions to the fee schedule, Exhibit C, for the extension period to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify the fee schedule, the Contractor's sole remedy is to terminate this Agreement at the end of the then-current one-year term (see section 7.02 below).

2.04. The term of this Agreement, including all renewals, shall not exceed five years.

ARTICLE 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Contractor.

3.02. The Contractor shall report to and coordinate duties with [^insert the name of the appropriate person, for example: "the Town's Utilities Director, John Kmiec"] (the "Town Representative").

3.03. Under the direction of and in coordination with the Town Representative, the Contractor shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA
Attention: [^Insert Town Representative's name]
Address: [^Insert Town Representative's address]
^, Arizona 85^^^

With a copy to:
TOWN OF MARANA
Attn: Finance Director
11555 W. Civic Center Drive
Marana, Arizona 85653

Contractor: [^CONTRACTOR'S NAME]
Attention: [^Insert representative's name]
Address: [^Insert Contractor's address]
Tucson, Arizona 857XX

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ARTICLE 4. LIMITATION OF ASSIGNMENT

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Contractor pursuant to this Agreement, the term "Contractor" shall include the Contractor, Contractor's staff, all sub-Contractors identified in the Contractor's Proposal, and all other persons working at Contractor's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Contractor, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Contractor in performance of this Agreement are not subject to the limitations of section 4.01 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Contractor without the express written consent of the Finance Director.

ARTICLE 5. WORK PRODUCT

5.01. All of Contractor's "Work Product" (including without limitation all reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Contractor shall not publish any results of scientific, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

ARTICLE 6. INVOICES AND PAYMENT

6.01. Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, the Contractor shall charge the rates set forth on the fee schedule, Exhibit C, for all services and work performed by the Contractor under this Agreement.

6.02. The Contractor shall not submit an invoice covering the cost of services, and the Town shall not be financially obligated to pay the Contractor for services, unless and until the Town's Finance Department has issued a Purchase Order for the services.

6.03. The Town's financial obligation for the Contractor's performance of services shall not exceed the amount of the Purchase Order, as it may be amended from time to time.

6.04. The Contractor shall submit to the Town Representative for processing and payment a monthly invoice for services performed under this Agreement, and each invoice shall include:

6.04.01. The days and locations when the services were performed.

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6.04.02. Reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the services addressed by the invoice.

6.05. The Contractor shall be liable for all taxes applicable to the proceeds received by the Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.06. Except as otherwise set forth in this Article, the Town shall pay the Contractor within 30 days after the Town Representative approves the Contractor's invoice or any portion of it.

6.07. The Town may withhold final payment for services until the Town is satisfied that the Contractor has complied with all the obligations specified in this Agreement related to the services.

6.08. Any rework required by the Town to satisfy the requirements or performance of this Agreement shall be at the sole expense of the Contractor.

ARTICLE 7. TERMINATION AND BREACH

7.01. The Contractor may terminate this Agreement upon not less than 15 days written notice to the Town Representative and the Finance Director if the Town fails to perform its obligations under this Agreement through no fault of the Contractor.

7.02. The Contractor may at its option terminate this Agreement at the end of the initial one-year term, or at the end of the first one-year extension, if the Town does not agree to modify the fee schedule, Exhibit C, for the renewal period (see section 2.03 above).

7.03. The Town may terminate this Agreement with or without cause upon 15 days written notice to the Contractor.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to Contractor, other than for payment of acceptable services rendered prior to termination.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE 8. INDEMNIFICATION

The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

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ARTICLE 9. INSURANCE

9.01. Except as otherwise provided in this Article, the Contractor and any subcontractor who performs any work for the Contractor under this Agreement shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

9.02. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subcontractor, to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: [^insert name and address of appropriate Town staff member].

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and/or the applicable policy number shall be included on the endorsement.

9.04. The certificate(s) shall stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

9.05. Notwithstanding the requirements set forth in section 9.01 above, if the Contractor is a sole proprietor without employees, the Contractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the Contractor executes the following waiver:

By signing below this paragraph, Contractor hereby confirms, for purposes of addressing workers' compensation coverage that Contractor is a sole proprietor, doing business as [^insert legal name of business], and performing work as an independent contractor for the Town. Contractor acknowledges that Contractor is not the employee of the Town for workers' compensation purposes, and, therefore, Contractor is not entitled to workers' compensation benefits from the Town. Contractor understands that if Contractor has any employees working for Contractor, Contractor must maintain workers' compensation insurance on them.

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Sole proprietor

Date

Town's insurance carrier

Date

9.06. Notwithstanding the requirements set forth in section 9.01 above, subcontractors shall be permitted to maintain professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate. Subcontractors shall maintain all other insurance required by section 9.01, with the required coverages and limits set forth in section 9.01 and this Article, except as otherwise provided for in this Article.

9.07. Notwithstanding the requirements set forth in section 9.01 above, if any subcontractor is a sole proprietor without employees, the subcontractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subcontractor executes a waiver in accordance with A.R.S. § 23-961(P). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

9.08. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.09. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

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10.07. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Contractor shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Contractor.

10.08. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.09. This Agreement is available to public procurement units as a cooperative purchasing agreement pursuant to A.R.S. § 41-2632. The Town shall not be responsible for any disputes arising out of transactions made by others and shall not be liable for any violation of this Agreement by, or the actions or inaction of, an eligible procurement unit related to this Agreement. Receipt, inspection and payment for materials and services cooperatively procured under this Agreement shall be the exclusive obligation of the procuring agency. The procuring agency shall not use this Agreement to obtain additional concessions or reduced prices for similar materials and services. The failure of the eligible procurement unit to secure performance from the Contractor in accordance with the terms and conditions of its purchase order does not necessarily obligate the Town to exercise its own right or remedies.

10.10. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.



Exhibit A
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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":
THE TOWN OF MARANA,
an Arizona municipal corporation

The "Contractor":
[^CONTRACTOR'S NAME],
an Arizona corporation [^revise as
needed]

Erik Montague
Finance and Purchasing Director

[^Insert name]
President/CEO [^revise as needed]

Date

Date

ATTEST:

Federal I.D. #: _____

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

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LIST OF EXHIBITS

- Exhibit A: The [^short name] RFP, and Addendum No. 1 and Addendum No. 2 to the [^short name] RFP
- Exhibit B: The Contractor's [^insert date] proposal in response to the [^short name] RFP
- Exhibit C: The Contractor's and sub-contractors' schedules of billing rates

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Town of Marana
RFP 2013-022
Addendum 1
August 16, 2013

The following items are hereby incorporated in the RFP:

1. Background Checks

The Contractor shall submit to the Town a list of employees proposed to work in Town facilities and a plan for furnishing satisfactory, current background checks for each proposed employee. There will be no cost to the Town for the background checks. Employees added during the contract shall be subject to the same requirement.

The following information is presented in response to questions received.

Q1. How much is the City paying per month for janitorial services per building?

A. Information is attached below.

Q2. On the buildings that are serviced during the day the RFP stipulates that the cleaning shall be performed between 8am and 5pm. It also states that vacuuming is to be performed before 8am or after 5pm. What time before 8 and after 5 are cleaners allowed access?

A. Employees will be allowed at the Facilities at any time but the contractor must submit a schedule and adhere to it once approved

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Q3. In the buildings that are to be cleaned during the day is there a requirement to have a cleaner at the building all day from 8am-5pm?

A. No, as long as the required service level is met

Q4. Is carpet cleaning included in the contract ?

A. No, only annual strip and wax and spot cleaning as specified.

Q5. Who is your current contractor ?

A. ABM

All other terms, conditions and specifications not specifically addressed in this Addendum remain unchanged.

Indicate both on the outside of the envelope containing your proposal and on the Signature Page: "**Addendum 1 Received**".

Exhibit A
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Current Pricing

MMC	\$2,817.49
Police	\$2,180.00
Court	\$726.93
Water	\$436.16
Parks & Rec	
Parks Admin	\$219.49
Rec Center	\$281.46
Parks Modular Office	\$34.60
MOC	\$387.58
Traffic Signal Metal Bldg	\$15.71
Records Modular	\$23.89
Op Center Locker	\$32.87
MOC Community Room	\$66.35
Heritage House	\$45.99
Fleet Office	\$75.00

Per Month

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Town of Marana
RFP 2013-022
Addendum 2
August 19, 2013

The following items are hereby incorporated in the RFP:

1. Pricing Page Clarification

Pricing for the following sub-facilities shall be included with the facilities as indicated below:

- A. Fleet Offices (2C142 and 2C143)-- Include in MOC Main Building price
- B. Sanders Road "Old Yard" (Facility 6, two restrooms)-- Include In MOC Main Building price

All other terms, conditions and specifications not specifically addressed in this Addendum remain unchanged.

Indicate both on the outside of the envelope containing your proposal and on the Signature Page: "**Addenda 1 and 2 Received**".

Exhibit B
 The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP
 Pages 37 - 123



FACILITY SERVICES

Janitorial Proposal

Monthly Investment: See Section 3 Pricing Page

ISS Facility Services can provide the following additional services at the prices listed:

WORK CATEGORY	RATE PER HOUR (WORK HOUR)	CHARGE RATE PER SQ. FT.	CHARGE PER OCCURANCE
Supervisory Labor	\$18.95		
General Labor	\$14.85		
Exterior Window Cleaning Outsides and Insides			\$4.80 per window
Interior Window Cleaning			\$1.40 per window
Spray Buff		\$0.08	
Scrub & Overcoat		\$0.12	
Strip and Refinish		\$0.18	
Carpet Cleaning		\$0.10	
Light Maintenance Tech	\$23.65		
Painter Tech Labor Only	\$23.25		
Painter Tech Time and all Materials Low VOC Paint	\$45.50		

Minimum Billing must be \$50.00

Exhibit B
 The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP
 Pages 37 - 123



FACILITY SERVICES

Janitorial Proposal

CONSUMABLE SUPPLIES

Consumable supplies will be furnished by Town of Marana. For added value and convenience, ISS will be happy to offer Town of Marana the opportunity to take advantage of our excellent buying power through participation in our "re-billable supply program." Re-billable supplies are offered at Cost Plus 12%.

Example:
 Re-billable Supply Price List:

DESCRIPTION	PACKAGE	PRICING
KC 2- PLY TOILET TISSUE	80/CASE	\$41.05
KC CORELESS 2-PLY TISSUE	36/CASE	\$40.75
KC MULTI FOLD PAPER TOWELS	3,000/CASE	\$21.30
KC 2000 ROLL TOWELS	6 ROLLS/CASE	\$44.02
KC FOAM HAND SOAP	6/CASE	\$34.98
TAMPONS	500/CASE	\$68.20
MAXI-PADS #4	250/CASE	\$35.25
LG. TRASH LINERS	250/CASE	\$17.05
MED. TRASH LINERS	500/CASE	\$19.07
SM. TRASH LINERS	1000/CASE	\$16.64

Prices include delivery but exclude sales tax. All prices are subject to change. Dispensers will be provided at no charge while participation in the program continues.

www.us.issworld.com
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Exhibit C
The Contractor's and subcontractor's schedule of billing rates
Pages 124 - 126

Section 3 PRICING PAGE

RESPONDENT SHALL FILL IN THE FOLLOWING:

<u>Item #</u>	<u>Description</u>		<u>Price</u>
A Marana Municipal Complex			
1	Administration As called for in specifications	Monthly Price	\$ 2,749.84
		Annual Price	\$ 32,998.21
2	Marana Police Department As called for in specifications	Monthly Price	\$ 4,717.71
		Annual Price	\$ 56,612.52
3	Marana Municipal Court As called for in specifications	Monthly Price	\$ 5,640.05
		Annual Price	\$ 67,680.60
B Parks Administration Building As called for in specifications			
		Monthly Price	\$ 2,691.13
		Annual Price	\$ 32,293.56
C Marana Recreation Center As called for in specifications			
		Monthly Price	\$ 4,226.97
		Annual Price	\$ 50,723.64
D Marana Operations Center			
1	Main Building As called for in specifications	Monthly Price	\$ 657.89
		Annual Price	\$ 7,894.68
2	Operations Center Traffic Signal Metal Building As called for in specifications	Monthly Price	\$ 528.83
		Annual Price	\$ 6,346.00
3	Public Works Modulars(2) As called for in specifications	Monthly Price	\$ 1,607.60
		Annual Price	\$ 19,291.20

Proposer: ISS Facility Services, Inc.

Exhibit C

The Contractor's and subcontractor's schedule of billing rates
Pages 124 - 126

4	Operations Center Locker Building As called for in specifications	E-d Monthly Price	\$ 185.67
		E-d Annual Price	\$ 2,228.04
		F Monthly Price	\$ 185.67
5	Community Room Modular	F Annual Price	\$ 2,228.04
Total Monthly Price for All Facilities			\$ 6,945.33
Total Annual Price for All Facilities			\$ 83,583.96

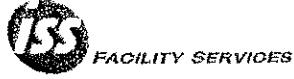
Hourly Rates for: Supervisor: \$ 17.50
Custodian: \$ 14.50

In the event extra work is required which is not listed in this RFP, hourly rates will be charged as above. The proposed rates shall be all inclusive to include all costs and expenses.

Prices to be firm for the two-year initial contract period. Subsequent adjustments may be addressed as indicated in Section 2.03 of the Sample Contract.

Proposer: ISS Facility Services, Inc.

Exhibit C
 The Contractor's and subcontractor's schedule of billing rates
 Pages 124 - 126



ITEM #	DESCRIPTION	FREQUENCY	PRICE PER
MRNA-01	CLEAN <u>OUTSIDE</u> ONLY OF ALL WINDOWS AND FRAMES.		\$2025.00
	CLEAN <u>INSIDE</u> ONLY OF ALL WINDOWS AND FRAMES THAT CAN BE REACHED FROM A 32' LADDER. NOTE: THIS DOES NOT INCLUDE HIGH WINDOWS OF ATRIUM AREA. SKYTEK WOULD NEED ADDITIONAL INFORMATION FROM FACILITIES TO PRODUCE A PROPOSAL FOR THESE AREAS.		\$847.00

Subcontractor: Skytek Building Services LLC

Additional service includes all Labor, Supervision, Materials, Equipment and Insurances necessary to complete the Scope of Work.



**GENERAL SERVICES AGREEMENT
AMENDMENT NO. 1**

Agreement Number: 2013-022 4540 JANSER

This GENERAL SERVICES AGREEMENT AMENDMENT NO. 1 (this "Amendment No. 1") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and ISS FACILITY SERVICES, INC., (the "Contractor"), a Delaware corporation. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. Effective October 1, 2013, the Town and the Contractor entered into a General Services Agreement (the "Agreement") for an initial two-year term for the purpose of providing janitorial services to the Town.

B. Article 2, paragraph 2 of the Agreement provides that the Town, acting through its Finance Director, may renew the Agreement for up to three consecutive one-year periods on the same terms as set forth in the Agreement by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor. Article 2, paragraph 3 of the Agreement provides that before each of the three one-year extension periods, the Contractor may request revisions to its fee schedule for the extension period to address increased costs, market conditions, demand, and the like.

C. Article 10, paragraph 4 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by the Contractor and the Finance Director.

D. On October 14, 2015, the Town issued Purchase Order (P.O.) #21600208-01 to the Contractor ordering continuing janitorial services from the Contractor.

E. The Town and the Contractor desire to amend the Agreement to renew the Agreement for a one-year term, to revise the scope of work, to revise the fee schedule, and to add provisions regarding compliance with laws.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Agreement and this Amendment No. 1, the Parties agree as follows:

1. Term. The Agreement is hereby amended to renew the Agreement for the first of three possible consecutive one-year periods from October 1, 2015 until September 30, 2016.

2. Scope of Work. The Agreement is hereby amended to revise the scope of work to add services for the Sanders Road Yard as set forth in P.O. #21600208-01. The Town shall pay the Contractor the fees specified in P.O. #21600208-01 for the services for the Sanders Road Yard.

3. Payment and Invoices. The Agreement is hereby amended to revise the fee schedule for the renewal term. For the renewal term set forth in this Amendment No. 1, the Contractor shall charge the rates set forth on the fee schedule attached to the Agreement as Exhibit C, plus 5%.

4. Miscellaneous Provisions. The Agreement is hereby amended to add new paragraphs 10.10, 10.11, and 10.12 as follows.

10.10. The Contractor shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Americans with Disabilities Act, Occupational Safety and Health Act, and all other applicable laws. The Contractor shall defend, hold harmless and indemnify the Town, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by any of the Contractor's subcontractors or suppliers, or by any of their employees.

10.11. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards and traffic control devices for the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction, including, without limitation, operating or parked equipment, obstructions, changes in grade, scaffolding, excavations and falling materials.



GENERAL SERVICES AGREEMENT

AMENDMENT No. 2

Agreement Number: 2013-022 4540 JANSER

This GENERAL SERVICES AGREEMENT AMENDMENT NO. 2 (this "Amendment No. 2") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and ISS FACILITY SERVICES, INC., (the "Contractor"), a Delaware corporation. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. Effective October 1, 2013, the Town and the Contractor entered into a General Services Agreement (the "Agreement") for an initial two-year term for the purpose of providing janitorial services to the Town.

B. Article 2, paragraph 2 of the Agreement provides that the Town, acting through its Finance Director, may renew the Agreement for up to three consecutive one-year periods on the same terms as set forth in the Agreement by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor. Article 2, paragraph 3 of the Agreement provides that before each of the three one-year extension periods, the Contractor may request revisions to its fee schedule for the extension period to address increased costs, market conditions, demand, and the like.

C. Article 10, paragraph 4 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by the Contractor and the Finance Director.

D. Effective October 1, 2015, the Parties entered into an amendment to the Agreement ("Amendment No. 1") to renew the Agreement for a one-year term, and to revise the scope of work, fee schedule, and other provisions of the Agreement.

E. The Town and the Contractor desire to amend the Agreement, as previously amended, to renew the Agreement for an additional one-year term and to revise the fee schedule.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Agreement, Amendment No. 1, and this Amendment No. 2, the Parties agree as follows:

1. Term. The Agreement, as previously amended, is hereby amended to renew the Agreement for the second of three possible consecutive one-year periods from October 1, 2016 until September 30, 2017.

2. Payment and Invoices. The Agreement, as previously amended, is hereby amended to revise the fee schedule for this renewal term. For the renewal term set forth in this Amendment No. 2, the Contractor shall increase its rates by 2.7% over the rates agreed to by the Parties in Amendment No. 1.

3. Effective Date. This Amendment No. 2 is effective on October 1, 2016.

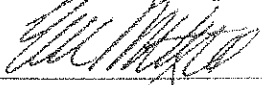
4. Other Terms and Provisions. All other terms and provisions of the Agreement and its exhibits, as previously amended, not specifically changed by this Amendment No. 2 shall remain in effect and be binding upon the Parties as provided for in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this General Services Agreement Amendment No. 2 as of the last Party's signature date below.

The "Town":


THE TOWN OF MARANA,
an Arizona municipal corporation


Erik Montague
Finance and Purchasing Director

10/4/16
Date

The "Contractor":

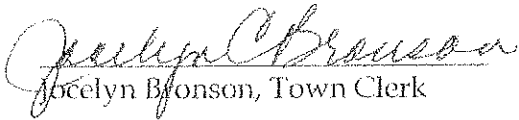
ISS FACILITY SERVICES, INC.,
a Delaware corporation


Howard Korn
General Manager

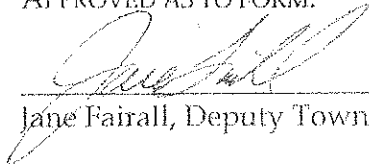
9/28/16
Date

Federal I.D: 06-1535248

ATTEST:

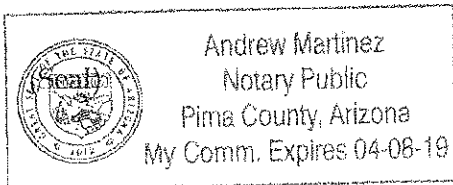

Jocelyn Bronson, Town Clerk

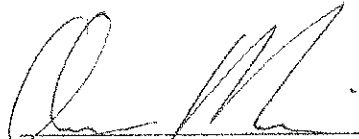
APPROVED AS TO FORM:


Jane Fairall, Deputy Town Attorney

STATE OF - AZ)
County of - Pima) ss.

The foregoing instrument was acknowledged before me this 28th day of September, 2016 by Howard Korn, the General Manager of ISS FACILITY SERVICES, INC., a Delaware corporation, on behalf of the corporation.




Notary Public

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ISS FACILITY SERVICES, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

The Scope of Work for this contract will be in accordance with the Town of Marana Agreement No. 2013-022 4540 JANSER.

Scope of Work:

1. The Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to carry out the specifications herein.
2. The Contractor will invoice monthly for only those services provided. Any building may be added or removed with a 30-day notice.
3. There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered by regular janitorial services. This may occur during business hours or after hours. The Contractor is to respond ONLY if the call is initiated by the City Representative. The Contractor shall respond within 2-hours on-site after receiving such a request.
4. Contractor shall be notified of any infectious bio hazardous waste contamination (blood, other body fluids, etc.) and, as directed by City Representative, provide trained personnel for such cleanup.
5. The city has elected to use the Reduced Service Interval as specified herein.
6. Daily Inspections: As part of the contract administration process, the City Representative will inspect each site as deemed necessary to ensure the Contractor is in compliance with cleaning specifications. An inspection form and deficiency correction form is attached herein.
7. Product dispensers shall be maintained, repaired or replaced, if work or broken, by the Contractor.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ISS FACILITY SERVICES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with 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 \$700,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the Town of Marana Agreement Number 2013-022 4540 JANSER.



Legislation Description

File #: 17-253, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED STRUCTURAL ENGINEERING, INC., FOR THE PEDESTRIAN BRIDGE INSPECTION AND REPAIR PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Advanced Structural Engineering, Inc., (ASE) in an amount not to exceed \$72,512 for the Pedestrian Bridge Inspection and Repair project.

Background

The city has 55 bridges which represent an investment of over \$100 million in City assets based on replacement costs in today’s economy. With the exception of minor repairs (potholes, small paving projects, concrete repair, and sidewalk) the city contracts for all other preventative maintenance and reconstructive bridge projects.

The Pedestrian Bridge Inspection and Repair project will inspect two pedestrian bridges which have not been inspected by the Arizona Department of Transportation (ADOT) Bridge Section. The two bridges are the 63rd Avenue at Loop 101 pedestrian bridge and the 59th Avenue at Thunderbird Park pedestrian bridge. The inspections will be completed per ADOT standards and will recommend repairs if needed.

Analysis

The Engineering division selected ASE from its on-call consulting list. Staff anticipates completion of the inspections and reports by the end of August 2017.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Years 2016-17 Capital Improvement Plan budget. Expenditures with Advanced Structural Engineering, Inc. are not to exceed \$72,512.

Cost	Fund-Department-Account
\$72,512	1980-68122-550800, Capital Bridge Repair Program

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
 Pedestrian Bridge Inspection and Repair
 Project 161750

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Advanced Structural Engineering, Inc., an Arizona corporation, ("Consultant") as of the ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. 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.
- b. 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. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$72,512.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 **Allowances.** An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 **Expenses.** City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 **Applications.**

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

5.2 **Payment.**

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$2,000,000 for each claim and a \$5,000,000 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 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.

8.3 **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.

8.4 **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.

8.5 **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).

8.6 **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.

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

8.8 **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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested);
- 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.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Michael S. Puhlmann, P.E.,S.E.
 ASE-KPFF
 2800 N. Central Ave., Suite 1010
 Phoenix, AZ 85004

- 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 Wade Ansell
 5850 West Glendale Avenue, Suite 315
 Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

14.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. 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 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.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(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:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Advanced Structural Engineering, Inc.,
an Arizona corporation


By: Michael S. Puhlmann, P.E., S.E.
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

Glendale Bridges at 59th Ave at Thunderbird Park and 63rd Ave at 101 Agua Fria Fwy

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Inspect the bridges per FHWA Inspection Standards.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Document Review – 1/2 week

- Review of the following:
- o Construction Documents
- o Previous Inspection Reports

Safety Approach – 1/2 week

- Review of the following:
- o Traffic
- o Fall Protection

Field Inspection – 1-1/2 weeks

- Deck
- Superstructure
- Abutments
- Expansion Joints
- Railing
- Siding

Evaluation – 1/2 week

- Deficiencies
- Conditions

Inspection Report – 2 weeks

- Compile data from field inspection
- Describe evaluation
- Provide conclusions and recommendations

Review and Discussion – 1 week

- Presentation of inspection report
- Review by City of Glendale Engineering Department
- Meeting to discuss recommendations

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed.

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 \$72,512.00.

DETAILED PROJECT COMPENSATION

	59th Ave/Thunderbird	63rd Ave/101	Total
Document Review	\$ 1,340.00	\$ 1,340.00	\$ 2,680.00
Safety Approach	\$ 12,090.00	\$ 24,180.00	\$ 36,270.00
Field Investigation	\$ 5,610.00	\$ 7,480.00	\$ 13,090.00
Evaluation	\$ 2,490.00	\$ 2,490.00	\$ 4,980.00
Inspection Report	\$ 3,210.00	\$ 3,210.00	\$ 6,420.00
Review	\$ 1,240.00	\$ 1,240.00	\$ 2,480.00
owner's Contingency	\$ 3,296.00	\$ 3,296.00	\$ 6,592.00
Total	\$ 29,276.00	\$ 43,236.00	\$ 72,512.00



Legislation Description

File #: 17-255, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RITTOCH-POWELL & ASSOCIATES, INC., FOR THE PS PARKING LOT AT BETHANY HOME ROAD AND 95TH AVENUE PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Ritoch-Powell & Associates, Inc., in an amount not to exceed \$302,668.42 for the PS Parking Lot Project at Bethany Home Road and 95th Avenue.

Background

The PS Parking Lot Project includes design services to develop construction drawings for a parking lot which will provide 4,001 parking spaces south of Bethany Home Road. Additionally, the design will include the full width construction of Montebello Avenue, a traffic signal at Montebello and 91st Avenues and provisions for necessary drainage and utility extensions.

Analysis

The Engineering division selected Ritoch-Powell & Associates, Inc. from the on-call consulting list. A Professional Services Agreement in the amount of \$39,948 for the preliminary design was administratively awarded on February 27, 2017. This agreement will complete the design and produce detailed construction drawings and bid documents. Staff anticipates completion of the final design before the end of August 2017.

Community Benefit/Public Involvement

Well designed and maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with Ritoch-Powell & Associates, Inc. under this agreement shall not exceed \$302,668.42, and the total professional services fee for the entire project, including the preliminary design, shall not exceed \$342,616.42.

Cost	Fund-Department-Account
\$302,668.42	2100-84408-551200, Parking Lot P2-BHR and 95th

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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

City of Glendale

Project No. 151632 P2 Parking Lot & Montebello Final Design

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ritoch Powell & Associates, Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2017 ("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 \$302,668.42 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 \$2,000,000 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 **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.

8.3 **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.

8.4 **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.

8.5 **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).

8.6 **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.

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

8.8 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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- 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.

12.2 **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:

Frank E. Henderson III, P.E.

5727 N 7th Street, Suite 120
Phoenix, AZ 85014

- 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 Wade Ansell, P.E.
5850 W Glendale Ave, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

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

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

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) 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.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|---------------|
| Exhibit A | Project |
| Exhibit B | Scope of Work |
| Exhibit C | Schedule |
| Exhibit D | Compensation |

(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:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Ritoch-Powell & Associates, Inc.,
an Arizona Corporation

Frank F. Henderson III
FRANK F. HENDERSON III
EXECUTIVE VICE PRESIDENT

FOI By: Karl G. Obergh, P.E.
Its: President & CEO

EXHIBIT A
Professional Services Agreement

PROJECT

City is proceeding with final design and construction of a new parking lot on southeast quadrant of 95th Avenue/Bethany Home Road, Montebello Road between 91st Avenue and 95th Avenue, and a 60 feet wide pedestrian walkway between private parcels from the parking lot to Bethany Home Road. RPA's final design scope of work includes civil, drainage, lighting, traffic signal, landscape, and hardscape services to prepare construction documents for City's use to procure construction contractor for the new improvements. Design services include project administration, progress meetings, private property owner coordination, coordination with other design consultants assigned to 95th Avenue and Bethany Home Road, utility coordination and preparation of plans, specifications and Opinions of Probable Cost (OPC).

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

1. Project Administration
 - 1.1. RPA will develop a design schedule with meeting and submittal milestones, provide monthly progress updates, and submit monthly invoices.
 - 1.2. RPA will administer sub-consultant contracts, process invoices and monitor sub-consultants schedule, design progress and work products to ensure all activities are coordinated.
2. Meetings
 - 2.1. RPA will attend up to sixteen (16) progress meetings. Progress meetings are anticipated to occur every week for two (2) months and then every two weeks for four (4) months.
 - 2.2. RPA anticipates four (4) comment resolution meetings with City staff. Meetings will be held no later than one week after City review comments have been provided to RPA. RPA will prepare and distribute review comments dispositions prior to each comment resolution meeting.
 - 2.3. RPA anticipates a maximum of two (2) personnel attending the progress and comment resolution meetings.
3. Topographic Survey
 - 3.1. RPA will complete supplementary topographic survey as follows:
 - 3.1.1. 91st Avenue cross sections at 50' on center to 150' south and 150' north of the proposed Montebello Centerline.
 - 3.1.2. Existing south Bethany Home Road curb at 50' on center from east line Cardinals property to 150' east of parking lot.
 - 3.2. Existing ground elevations at 50' on center along south property line from 91st Avenue to 95th Avenue.
4. Geotechnical Investigation, Testing and Report
 - 4.1. RPA's geotechnical consultant will:
 - 4.1.1. Conduct a visual geologic reconnaissance, review available geologic literature and aerial photographs and will conduct a visual pavement reconnaissance of the project area.
 - 4.1.2. Obtain City permits.
 - 4.1.3. Establish test locations and contact Arizona Blue Stake.
 - 4.1.4. Drill eight (8) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig to 15 feet deep, collect ring samples and bulk samples for laboratory testing and prepare boring logs.
 - 4.1.5. Perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.
 - 4.1.6. Prepare a draft geotechnical report, to accompany the 60% submittal, which will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. The report will contain vicinity maps, boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results, and geotechnical recommendations for native material excavation, trench excavation characteristics, bedding material, backfilling, subgrade preparation, new pavement structure(s), and reuse of onsite soils for engineered fill.
 - 4.1.7. Incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 95% submittal.
5. Plans, Specifications, Estimates and Reports
 - 5.1. Plans
 - 5.1.1. RPA and its subconsultants will prepare grading, paving, storm drain, detention basin, lighting, and landscape plans for the parking lot, Montebello Street (91st Avenue to 95th Avenue) and the 60' wide public walkway between the private property parcels.
 - 5.1.2. RPA will submit complete plan sets for review at the 30%, 60%, 95% and 100% completion stages. RPA will provide comment resolution matrix that summarizes City's review comments and indicates the comment was incorporated or provides justification for not incorporating the comment.
 - 5.1.3. Plan set will include:
 - 5.1.3.1. Cover, Index / Detail, General Notes and Typical Sections (5)
 - 5.1.3.2. Montebello Road Plans, Profiles and Details (7)
 - 5.1.3.3. Montebello Road Intersection & Entrance Drive Details (4)

- 5.1.3.4. Parking Lot Site Plans & Details (3)
- 5.1.3.5. Pedestrian Walkway Plans & Details (2)
- 5.1.3.6. Parking Lot Grading Plans and Details (3)
- 5.1.3.7. Water Main Plans and Profiles (7)
- 5.1.3.8. Storm Drain Plans and Profiles (3)
- 5.1.3.9. Detention Basin Plans & Sections (3)
- 5.1.3.10. 91st Ave. Traffic Signal Conduit Plans (3)
- 5.1.3.11. Montebello Lighting Plans (5)
- 5.1.3.12. Parking Lot & Walkway Lighting Plans (7)
- 5.1.3.13. Signing & Pavement Marking Plans (12)
- 5.1.3.14. Landscape, Hardscape and Irrigation Plans (10)
- 5.1.3.15. Erosion and Sediment Control Plans (3)

5.2. Paving Plans

5.2.1. RPA will create typical parking lot and Montebello pavement sections, survey control (provided by City), geometric control, curb and sidewalk geometrics, paving plans and profiles and intersection details. Montebello will be designed to collector street standard section.

5.2.2. Plans will be scale of 1"=20' horizontal and 1"=2' vertical. Plans will show construction centerline with stationing, survey control, topographic mapping, curb and gutter, sidewalk, ADA ramps, parking lot entrance drives, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles will show centerline stationing, existing ground, and proposed curb and gutter grades.

5.3. Drainage Plans

5.3.1. RPA will finalize hydrologic and hydraulic calculations for pavement private property runoff for 10 year and 100 year events. Storm drain system will be sized for 10 year event. Detention basins will be sized for 100 year event. RPA will perform hydraulic calculations for area drains, catch basins, and storm drains.

5.3.2. The Draft Drainage Report will be included in the 60% submittal. The Final Drainage Report will be included with the 95% submittal.

5.3.3. RPA will prepare drainage plans and profiles at scale of 1"=20' horizontal and 1"=2' vertical for storm drains and retention basins grading.

5.4. Water Main

5.4.1. RPA will prepare at scale of 1"=40' horizontal and 1"=4' vertical. Plans will show construction centerline with stationing, water main offset from centerline, survey control, topographic mapping, and proposed roadway features. Profiles will show centerline stationing, existing ground, and proposed curb and gutter grades.

5.4.2. RPA will prepare and submit Maricopa County Environmental Permit application with construction plans and Basis of Design Report and coordinate MCESD signature on cover sheet.

5.5. Lighting Plans

5.5.1. RPA's subconsultant will:

5.5.1.1. Design parking lot and Montebello lighting in accordance with applicable City Street Lighting Manual (2006).

5.5.1.2. Perform a site visit

5.5.1.3. Research and identify "removable" street light pole options for parking lot.

5.5.1.4. Provide two (2) electrical service request letters to verify the power source for the proposed roadway lighting, parking lot lighting, and irrigation.

5.5.1.5. Complete a point-by-point lighting analysis along Montebello Avenue within the project limits (91st to 95th Avenues). The lighting analysis will identify the lighting levels and light pole spacing along Montebello Avenue within the project limits based on COG guidelines. Only one brand of luminaire will be analyzed.

5.5.1.6. A second lighting analysis will be completed within the boundaries of the proposed parking lot and will include the 300 foot long and 60 foot wide pedestrian walkway that will connect the proposed parking lot to the future tunnel crossing of Bethany Home Road. The lighting analysis will identify the lighting levels and light pole spacing within the parking lot, and along the pedestrian walkway, based on COG guidelines. Two brand of luminaires will be analyzed. First, a typical parking lot luminaire will be studied. The second luminaire will include a removable type pole, mast arm, and luminaire. Two brands of pedestrian luminaire, based on COG direction, will also be analyzed.

5.5.1.7. Prepare general notes, key map, and street light plans for parking lot, pedestrian walkway, and Montebello at scale of 1"=40', 1"=100', and 1"=40' respectively. The plan view sheets will show the light pole locations, pull

boxes, and conduits for the roadway lighting within the project limits and spare conduit(s) for future surveillance and/or communication systems

5.5.1.8. Plans will reference City's Street Lighting Manual (2006) standard drawings for pole assembly (pole, foundation, mast arm), junction box, trench, and connection details.

5.5.2. SRP will provide detail drawings for the electrical control center, wiring schematic, and cable schedule. These items on drawings prepared by SRP will be accounted for in project specifications and engineer's estimate.

5.6. Striping, Signing, and Traffic Signal Conduit Plans

5.6.1. RPA's subconsultant will:

5.6.1.1.1. Develop signing and striping plans at scale of 1"=100' for the parking lot, and 1"=40' for the Montebello Avenue, and 91st Avenue at the proposed Montebello intersection. Plans will include general notes sheet and sign summary sheets and striping/signing plan sheets.

5.6.1.1.2. Develop traffic signal plans showing the layout and location of signal poles, signal heads, vehicle detection, pre-emption, pole and conductor schedule, and conduits for the Montebello Road/91st Avenue intersection.

5.7. Landscape, Hardscape and Irrigation Plans

5.7.1. RPA's subconsultant will:

5.7.1.1. Coordinate with City to establish new plant and inert materials, new irrigation equipment, new perimeter security wall and/or fencing.

5.7.1.2. Attend one (1) project kick off meeting, one (1) materials review meeting at the 30% submittal and four (4) comment resolution meetings after each progress submittal.

5.7.1.3. Coordinate with private property owner for sidewalk, landscape and hardscape features entities as necessary for matching or maintaining existing landscaping and ground cover.

5.7.1.4. Prepare plans that show new landscape material locations and types, trees and shrubs, existing plant schedule, plant quantities, landscape notes, and CITY standard landscape details. Included on the landscape plan shall be a wall/fence/gate design with a keynote legend. Details of the wall/fence/gate shall be included in each progress submittal.

5.7.2. Prepare plans that show laterals, water meter(s), mainline, booster pumps, valves, irrigation emitter schedule, and irrigation notes. City standard or consultant provided irrigation details are included.

5.7.3. RPA will prepare water meter applications.

5.7.4. Water service and electrical service connection locations will be shown and roadway and utility plans.

5.8. Erosion and Sediment Control Plans

5.8.1. RPA will develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor for Storm Water Pollution and Prevention Plans (SWPPP).

5.8.2. ESCPs will include cover sheet, general notes and index sheet, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements.

5.9. Specifications

5.9.1. RPA will prepare the project specifications that include City's "boiler plate" front end general requirements, specifications, technical specifications, Special Provisions and the project drawings.

5.10. Cost Estimates

5.10.1. RPA will prepare a final cost estimate for the construction bid package to include estimates of quantities and prices appropriate for the quantity magnitude.

6. Utility Coordination

6.1. RPA will contact Blue Stake and obtain Blue Stake Ticket for project area.

6.2. RPA will contact each utility company to identify facilities that must be installed to upgrade existing infrastructure or facilities that must be constructed in anticipation of future infrastructure requirements prior to City's contractor initiating construction.

6.3. RPA will send Utility Conflict Review letters and plans to each utility company following 60%, 95%, and 100% submittals. RPA will ensure written response from each company that verifies no utility conflicts or states relocations will be completed by utility company.

6.4. RPA will schedule, prepare agenda, conduct and distribute minutes for three (3) utility coordination meetings following 60%, 95% and 100% submittals.

6.5. RPA will schedule, prepare agenda, conduct and distribute minutes for two (2) utility land coordination meetings.

6.6. RPA will provide electric load calculations and service request letters for new irrigation and street light services.

6.7. RPA will coordinate existing utility potholes (10 maximum) identified to be In conflict with project improvements.

7. Bid Phase

7.1. RPA will prepare agenda, conduct meeting and distribute meeting minutes for the Pre-Bid Conference.

7.2. City will receive bidder questions. RPA will provide responses and prepare addendums necessary to clarify construction documents.

Deliverables

- 60% Design review submittal – 8 hard copies and 1 CD with all electronic files.
- 95% Design review submittal – 8 hard copies and 1 CD with all electronic files.
- 100% Design review submittal – 8 hard copies and 1 CD with all electronic files.
- PS&E (Sealed) Bid Package submittal – and 1 CD with all electronic files.

Assumptions and Exclusions

- City will provide survey monuments and control.
- Application or review fees is not included.
- Zoning Variances or hearings is not included.
- Salvage or Inventory plans is not included.
- Irrigation pump design is not included.
- Traffic counts, studies or analysis
- Traffic signal interconnect design is not included.
- Horizontal/vertical utility line clearance calculations or report are not included.
- Landscape uplighting or auxiliary power design is not included.
- Utility relocation design is not included.
- Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not included.
- Construction related services is not included.

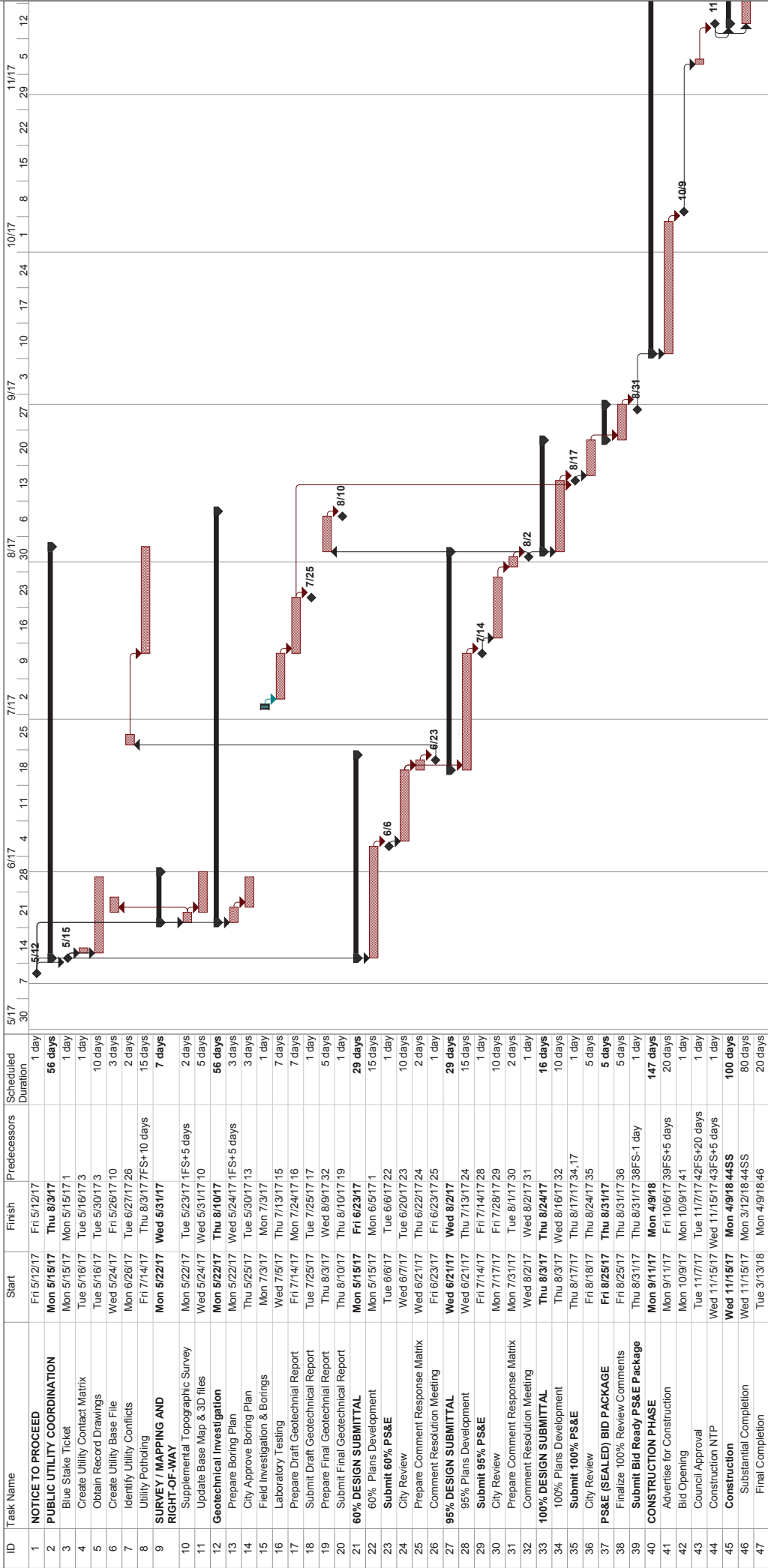
*** END SCOPE OF WORK ***

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached.

City of Glendale
 Project No. 151632
 P2 Parking Lot & Montebello Road
 Final Design Schedule



Project: P2 Parking Lot & Montebello Road Improvements
 Date: Wed 5/10/17

Legend:

- Task: Solid red bar
- Split: Diamond symbol
- Milestone: Diamond symbol
- Summary: White bar with black outline
- Project Summary: White bar with black outline
- External Tasks: Red hatched bar
- External Milestone: Diamond symbol
- Inactive Task: Red line
- Inactive Milestone: Diamond symbol
- Inactive Summary: White bar with black outline
- Manual Task: White bar with black outline
- Manual Summary: White bar with black outline
- Manual Summary Rollup: White bar with black outline
- Start-only: Dotted line
- Finish-only: Dotted line
- Duration-only: Dotted line
- External Milestone: Diamond symbol
- External Milestone: Diamond symbol
- Progress: White bar with black outline
- Deadline: Arrow symbol

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Actual time, expenses, and materials incurred.

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 \$302,668.42.

DETAILED PROJECT COMPENSATION

See attached derivation.



5727 North 7th Street, Suite 120
 Phoenix, Arizona 85014
 P: 602-263-1177
 F: 602-277-6286

Exhibit D

PROJECT NAME: P2 Parking Lot & Montebello Final Design 10-May-17
PROJECT NO. COG Project No. 151632

CONTRACT LABOR				
<u>CLASSIFICATION</u>	<u>MAN HOURS</u>	<u>BILLING RATES</u>		<u>LABOR COSTS</u>
Project Principal	0	\$	180.00	\$ -
Project Manager	154	\$	160.00	\$ 24,640.00
Project Engineer-Sr.	192	\$	135.00	\$ 25,920.00
Project Engineer	378	\$	110.00	\$ 41,580.00
Inspector	0	\$	100.00	\$ -
Designer	428	\$	95.00	\$ 40,660.00
Registered Land Surveyor-Sr.	1	\$	125.00	\$ 125.00
Registered Land Surveyor	2	\$	110.00	\$ 220.00
Project Surveyor/LSIT	6	\$	100.00	\$ 600.00
CADD Tech	472	\$	85.00	\$ 40,120.00
Survey Crew	32	\$	125.00	\$ 4,000.00
Administrative	61	\$	55.00	\$ 3,355.00
Total Hours	1,726			
Subtotal Direct Labor				\$ 181,220.00
DIRECT AND OUTSIDE EXPENSES:				
<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Vehicle Mileage	Miles	\$ 0.445	860	\$ 383.00
<u>Printing Estimates</u>				
Printing Review Sets (8.5" x 11")	Each	\$ 0.06	2,520	\$ 151.20
Printing Review Sets (11" x 17")	Each	\$ 0.18	2,520	\$ 453.60
Printing Bid Sets (8.5" x 11")	Each	\$ 0.06	0	\$ -
Printing Bid Sets (11" x 17")	Each	\$ 0.18	0	\$ -
Exhibits	Each	\$ 250.00	0	\$ -
Deliveries/Postage	Each	\$ 50.00	3	\$ 150.00
Subtotal Direct and Outside Expenses				\$ 1,137.80
SUBCONSULTANTS FEE				
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>		
SWTE	Traffic	\$		68,325.00
HP+D	Landscape / Irrigation	\$		19,870.62
Speedie	Geotechnical	\$		4,600.00
Subtotal Subconsultants Fee				\$ 92,795.62
OWNERS ALLOWANCES/CONTINGENCIES				
<u>Consultant/Expenses</u>	<u>Task</u>	<u>Fee</u>		
Owner's Contingency	0	\$		27,515.00
Subtotal Allowances				\$ 27,515.00

TOTALS

Subtotal Contract Labor	\$	181,220.00
Subtotal Direct and Outside Expenses	\$	1,137.80
Subtotal Subconsultants	\$	92,795.62
Total Contract Fee	\$	275,153.42
Subtotal Allowances	\$	27,515.00
Total Contract Fee & Allowances	\$	302,668.42

TASK HOURLY ESTIMATES
P2 Parking Lot & Montebello Final Design
COG Project No. 151632
RITUCH-POWELL & Associates

Task	Description	# of Sheets	Project Principal	Project Manager	Project Engineer-Sr.	Project Engineer	Inspector	Designer	Registered Land Surveyor-Sr.	Registered Land Surveyor	Project Surveyor/LSI	CADD Tech	Survey Crew	Administrative	Total Hours By Task
1	Project Administration														
	Project Administration		0	12	6	0	0	0	0	0	0	0	0	12	30
	Subconsultant Coordination		0	12	0	0	0	0	0	0	0	0	0	12	24
Subtotal 1	Project Administration		0	12	6	0	0	0	0	0	0	0	0	12	30
2	Meetings														
	Progress Meetings (16)		0	48	0	48	0	0	0	0	0	0	0	48	112
	Commitment Resolution (4)		0	12	0	16	0	8	0	0	0	0	0	12	56
Subtotal 2	Meetings		0	60	0	64	0	8	0	0	0	0	0	24	168
3	Topographic Survey														
	Supplemental Topo Survey		0	0	0	2	0	0	1	2	6	0	12	0	23
Subtotal 3	Topographic Survey		0	0	0	2	0	0	1	2	6	0	12	0	23
4	Geotechnical Investigation														
	Subsurface Exploration		0	0	0	0	0	0	0	0	0	0	0	0	0
	Geotechnical Report		0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal 4	Geotechnical Investigation		0	0	0	0	0	0	0	0	0	0	0	0	0
5	Plans, Specifications, Estimates and Reports														
	Cover, Index, Details, Gen Notes, Typ. Sections Plans	5	0	2	5	10	0	30	0	0	0	30	0	0	77
	Survey, Site Plan & Profiles	6	0	18	30	48	0	48	0	0	0	48	0	0	204
	Montebello Details	1	0	1	4	8	0	10	0	0	0	12	0	0	36
	Intersection & Entrance Drives Detail(s)	4	0	4	8	16	0	24	0	0	0	32	0	0	84
	Parking Lot Site Plans	2	0	6	10	12	0	16	0	0	0	20	0	0	64
	Parking Lot Site Details	1	0	2	4	6	0	8	0	0	0	12	0	0	32
	Pedestrian Walkway Plan	1	0	2	6	10	0	12	0	0	0	12	0	0	42
	Pedestrian Walkway Details	1	0	2	8	12	0	12	0	0	0	16	0	0	46
	Parking Lot Grading Plans	2	0	2	8	12	0	20	0	0	0	24	0	0	66
	Parking Lot Grading Details	1	0	1	3	6	0	8	0	0	0	12	0	0	30
	Water Main Plan & Profiles (Montebello Alignment)	3	0	4	12	24	0	32	0	0	0	48	0	0	120
	Water Main Plan & Profiles (Parking Lot)	3	0	3	9	18	0	30	0	0	0	36	0	0	96
	Parking Lot Storm Drain Plan	1	0	1	2	4	0	8	0	0	0	12	0	0	27
	Parking Lot Storm Drain Profiles	2	0	1	4	8	0	16	0	0	0	24	0	0	53
	Basin Plans & Sections	3	0	3	6	12	0	18	0	0	0	24	0	0	63
	Montebello Road Catch Basin Plan & Profiles	2	0	1	2	6	0	8	0	0	0	20	0	0	37
	Traffic Signal Plans	3													0
	Lighting Plans	13													0
	Shipping and Signing Plans	10													0
	Erosion and Sediment Control Plans	10													0
	Erosion and Sediment Control Profiles	3	0	0	2	6	0	10	0	0	0	12	0	0	30
	Specifications	0	4	12	12	0	0	6	0	0	0	0	0	0	40
	Cost Estimates	0	4	8	12	0	0	20	0	0	0	0	0	0	44
	Finalize Hydrology & Hydraulic Calculations	0	2	6	12	0	0	16	0	0	0	12	0	0	48
	Prepare Draft & Final Drainage Reports.	0	1	4	8	0	0	16	0	0	0	12	0	0	45
Subtotal 5	Plans, Specifications, Estimates and Reports	84	0	66	159	276	0	392	0	0	0	462	0	10	1365
6	Utility Coordination														
	Utility Coordination		0	2	8	16	0	20	0	0	0	4	0	2	52
	Utility Coordination Meetings (3)		0	6	9	0	0	0	0	0	0	0	0	6	21
	Utility Land Coordination Meetings (2)		0	2	4	0	0	0	0	0	0	0	0	2	8
	Load Calls and Service Request Letters Coordination		0	1	2	6	0	0	0	0	0	0	0	0	9
	Phone coordination		0	0	1	2	0	4	0	0	0	4	8	0	19
	INCESD Application		0	0	1	2	0	2	0	0	2	2	0	2	9
Subtotal 6	Utility Coordination		0	11	25	26	0	28	0	0	0	10	8	12	118
7	Bid Phase														
	Pre-Bid Conference (1)		0	4	0	6	0	0	0	0	0	0	0	0	12
	Bid Addendums		0	1	2	4	0	2	0	0	0	0	0	1	10
Subtotal 7	Bid Phase		0	5	2	10	0	2	0	0	0	0	0	3	22
Subtotal Hours			0	154	192	378	0	428	1	2	6	472	32	61	1,726



Legislation Description

File #: 17-257, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH ARIZONA TRAINING & EVALUATION CENTER, INC., FOR OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Agreement with Arizona Training & Evaluation Center, Inc., (AZTEC) Contract No. C-10519, for an increase of \$75,000, for a total not to exceed amount of \$250,000 for the entire term of the Agreement and to extend the term of the agreement through December 7, 2017, for occupational training and temporary staffing services and to ratify expenditures in the approximate amount of \$26,000 for services rendered.

Background

AZTEC is an Arizona non-profit corporation whose mission is to provide occupational training to individuals with disabilities. The City of Glendale Materials Recovery Facility (MRF) utilizes individuals from AZTEC to perform quality control inspections of processed and baled newspaper at the MRF prior to sale on the open market. The services that AZTEC provides are one of the driving factors in garnering the maximum revenue possible for baled newspaper sold by the MRF. The ultimate goal of AZTEC for each trainee is competitive placement within the community.

On December 8, 2015, the City entered into an Agreement for occupational training and temporary staffing services with AZTEC. The Agreement was for a one-year term with the option to renew for an additional four years, allowing the Agreement to be extended through December 8, 2020.

A ratification of expenditures is also requested because the city and AZTEC were unable to incorporate revisions to the minimum wage into the agreement as mandated in Arizona Revised Statute §23-363 prior to expiration of the initial term.

Analysis

AZTEC provides a unique service to disabled individuals and the community. This Amendment No. 1 will allow the city to continue to partner with AZTEC for occupational training services, while benefiting from their quality control inspections of baled newspaper, and to remain compliant with recent legislation. The increase in compensation includes annual increases in the minimum wage that were not anticipated in the original Agreement.

Public Works staff estimate the value of services provided from December 8, 2016 through ratification of

Amendment No. 1 at \$26,000.

Previous Related Council Action

On December 8, 2015, Council authorized entering into an Agreement, C-10519, with AZTEC, for occupational training and temporary staffing services in an amount not to exceed \$35,000 per year or a total of \$175,000 for the entire term of the Agreement.

Community Benefit/Public Involvement

This agreement provides a financial benefit to the community because the use of temporary workers for unskilled and semi-skilled labor allows the city to keep staffing expenditures low for solid waste services.

Budget and Financial Impacts

Funding for the ratification was available in the Fiscal Year 2016-17 MRF Operating and Maintenance budget. The increase in expenditures with AZTEC is \$75,000, for a total not to exceed amount of \$250,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$75,000	2440-17750-515200, MRF Operations, Contracted Temporary Help

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES
(City of Glendale, Contract No. C-10519)

This Amendment No. 1 ("Amendment") to the Occupational Training and Temporary Staffing Services ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arizona Training & Evaluation Center, Inc., an Arizona non-profit corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Arizona Training & Evaluation Center, Inc. ("Contractor") previously entered into a Professional Services Agreement, Contract No. C-10519, dated December 8, 2015 ("Agreement"); and
- B. The original Agreement, Contract No. 10519, had an initial one term beginning December 8, 2015 through December 7, 2016 with the option to extend an additional four (4) years in one-year increments until the Agreement expires on December 7, 2020; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from December 8, 2016 through December 7, 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 remains the same.
- 4. **Compensation.** Section 3 of the Agreement is modified and amended as follows:
3.B Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$250,000 over the entire term of the agreement (initial plus any extensions)

5. **Insurance Certificate.** Current certificate will expire on July 1, 2017 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

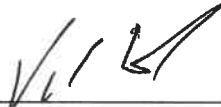
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Arizona Training & Evaluation Center,
Inc.
an Arizona non-profit corporation



By: Dr. Vincent A. Scott
Its: Executive Director/President



Legislation Description

File #: 17-231, Version: 1

RESOLUTION NO. R17-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE HICKEY FAMILY FOUNDATION AND ACCEPT A RESCUE OF YOUTH PROJECT GRANT IN THE APPROXIMATE AMOUNT OF \$10,000, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police 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 accept a Rescue of Youth Project Grant from the Hickey Family Foundation on behalf of the Glendale Police Department in the approximate amount of \$10,000.

Background

The Hickey Family Foundation (HFF) is a 501(c)(3) trust which provides financial support to projects that help young people who are socially, medically, or educationally at risk from achieving productive lives. The mission of the HFF consists of three categories: supporting rescue of youth projects, supporting medical technology development projects, and supporting medical training center development projects. The HFF uses their network and research to get in touch with appropriate organizations and invite proposals for potential projects to be submitted for funding consideration. Because the HFF is a small foundation, they do not accept or consider unsolicited requests for funds, and grant applications are provided by invitation only. The HFF contacted the Glendale Police Department regarding criminal activity in the City of Glendale related to domestic sex trafficking and sexual exploitation of minors.

Combating sex trafficking is important to the Glendale Police Department and in 2016 an Anti-Sex Trafficking Unit was created. The mission of the Unit is to rescue victims, investigate individuals, and dismantle organizations engaged in sex trafficking, child prostitution, and other related crimes within the City of Glendale. With an invitation to apply, the Glendale Police Department submitted a proposal to the HFF aligned with the rescue of youth project category. The Glendale Police Department is seeking grant funds to assist with operational costs for the Anti-Sex Trafficking Unit in fiscal year 2017-18, focusing on rescuing "at risk" youth who are being sexually exploited within the community. In addition, the Glendale Police Department will be targeting the demand side of sex trafficking which, when coupled with rescue efforts, will provide a well-rounded approach to keeping youth safe from the dangers of sex trafficking. In May 2017, the City was notified by the HFF that the grant application request had been approved and the Glendale Police Department would receive \$10,000.

Analysis

The grant performance period is July 1, 2017 through June 30, 2018. If Council approves the recommended action, the grant funds will be used for operating expenses, personnel training expenses, and equipment purchases utilized in the investigation of sex trafficking in the City of Glendale for the project entitled "Massage Parlor/Sex Traffic Reduction in Glendale." Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept a Rescue of Youth Project Grant from the Hickey Family Foundation on behalf of the Glendale Police Department in the approximate amount of \$10,000.

Community Benefit/Public Involvement

The Glendale Police Department maintains a proactive approach in the battle against sex trafficking in the City. Through ongoing focus and investigation, the Police Department can use the information obtained to help identify "at risk" youth in the community, while continuing to assist rescued victims. The Anti-Sex Trafficking Unit currently works in conjunction with School Resource Officers in the high schools to provide information about the sex trafficking industry and the associated dangers. The Police Department also continues to work with organizations who specialize in the healing process of sex trafficking and sexual trauma victims within the ages of 11 to 17.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the grant is formally accepted.

RESOLUTION NO. R17-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE HICKEY FAMILY FOUNDATION AND ACCEPT A RESCUE OF YOUTH PROJECT GRANT IN THE APPROXIMATE AMOUNT OF \$10,000, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council of the City of Glendale authorizes the City Manager to enter into the Agreement with the Hickey Family Foundation on behalf of the Glendale Police Department.

SECTION 2. That the City of Glendale accepts the Rescue of Youth Project Grant Award in the approximate amount of \$10,000 for the Glendale Police Department.

SECTION 3. That the City Manager or designee and the City Clerk is authorized and directed to execute any and all documents necessary for the acceptance of the grant award 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 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



May 18, 2017

Kevin Phelps, City Manager
City of Glendale
5850 W Glendale Avenue
Suite 431
Glendale, Arizona 85301

RE: Rescue of Youth Project Grant for the Glendale Police Department

Dear Mr. Phelps:

On behalf of the Hickey Family Foundation (HFF), I am pleased to inform you that upon receipt of notice from you that the Glendale City Council has accepted the terms set forth in this letter, HFF will forward to the City a check in the amount of \$10,000 (the "Grant") to be used solely for the funding of the Glendale Police Department project entitled "Massage Parlor/Sex Traffic Reduction in Glendale" (the "Project") as outlined herein (the "Grant Agreement").

The HFF Board reviewed and approved the grant application together with its supporting materials, and incorporates those by reference.

Following the funding of the Grant, we expect to receive a Mid-Term Status Report six (6) months after the funding date, including an updated "Time-Event-Responsibility" schedule which was submitted with the application for funding of the Project. The narrative portion of the report should highlight activities that occurred during the period since funding. It should include a list of the Project objectives, a detailed financial accounting of Grant expenditures to-date, and address each of the questions below:

- What progress has been made toward achieving the Project objectives?
- Have the original Grant objectives been revised since the Project began? If so, why? What are the (resulting) new objectives?
- What challenges have arisen during this initial phase of the Project? How were/are the challenges being addressed?
- Are any difficulties anticipated in completing the Project in the timeframe outlined in the original grant application? If so, how are they being addressed?

A Final Report will be required one year from the date of funding, which should also include both a final Time-Event-Responsibility” schedule and detailed financial accounting of the Grant funds expended for the Project, comparing actual expenditures with the budget provided in the original application. The Final Report should include the evaluation metrics requested (above), objectives realized, strengths and weaknesses discovered of the original assumptions and plans during the process, any other challenges incurred after those reported in the Mid-Term Status Report and resulting changes made to complete the Project. The following questions should be considered in relation to the Project objectives:

- What was accomplished by this project?
- If any project objectives were changed, explain the circumstances leading to the change.
- What challenges were faced during the final stage of the Project? How were the challenges addressed?

No portion of the Grant may be used for lobbying or political activity.

Any portion of the Grant not used for the Project may not be used for any other purpose without express written authorization from the Hickey Family Foundation, and may be requested to be returned to the Foundation.

Please acknowledge your understanding of the terms and conditions of the Grant, as well as acceptance of these terms and conditions by the Glendale City Council. Upon receipt of a signed copy of this letter, we will forward the check for the Grant.

Please call me if you have any questions.

Best wishes for success in your efforts!



Nancy E. Baldwin
Trustee and Executive Director
Hickey Family Foundation

CC: Rick St. John, Chief of Police

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

ACCEPTANCE and AGREEMENT

My signature below is to (1) accept the Grant and agree to the terms and conditions set forth in this letter agreement, including the reporting required herein, and (2) notify you that the Glendale City Council approved acceptance of the Grant and agreement to the terms and conditions in this letter agreement as of this _____ day of _____, 2017 as evidenced by the attached copy of the Minutes of the Meeting at which it was approved.

City of Glendale

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney



Legislation Description

File #: 17-272, Version: 1

RESOLUTION NO. R17-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A FISCAL YEAR 2017 INDUSTRY AWARENESS GRANT FROM THE ARIZONA AUTOMOBILE THEFT AUTHORITY IN THE APPROXIMATE AMOUNT OF \$707, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police 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 accept a Fiscal Year 2017 Industry Awareness Grant from the Arizona Automobile Theft Authority on behalf of the Glendale Police Department in the approximate amount of \$707.

Background

The Arizona Automobile Theft Authority (AATA) is a state agency whose mission is to deter vehicle theft through a cooperative effort by supporting law enforcement activities, vertical prosecution, and public awareness/community education programs. The AATA does not receive any funding from the State's General Fund but is instead funded through the insurance industry's mandatory one dollar per year assessment on every vehicle insured in the State of Arizona. The AATA is a unique example of a government, business, and consumer partnership. The AATA funds the Arizona Vehicle Theft Task Force, which is a multi-agency task force within the Arizona Department of Public Safety, and also funds grants to local law enforcement and criminal justice agencies for professional development and training, vertical prosecution, and public awareness and prevention activities.

The Glendale Police Department submitted an application to the AATA on May 9, 2017 seeking funding to send two detectives to the Arizona Auto Theft Investigators Association training seminar to improve knowledge of current auto theft trends, technologies and programs. The seminar will provide practical training and promote cooperation and communication among participants from multiple law enforcement agencies, while encouraging an open exchange of information and technical data. On May 22, 2017, the Glendale Police Department received notification from the AATA that the grant application request had been approved and the Glendale Police Department would receive \$707.

Analysis

If Council approves the recommended action, the grant funds will be used for the registration and other fees associated with sending two Glendale Police Department detectives to attend a training seminar for investigators of auto theft crime, presented by the Arizona Auto Theft Investigators Association, along with

the Arizona Association of Special Investigation Units and the AATA. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the Fiscal Year 2017 Industry Awareness Grant from the AATA on behalf of the Glendale Police Department in the approximate amount of \$707.

Community Benefit/Public Involvement

To protect the property of the citizens served, the Police Department remains diligent in its efforts to combat and prevent auto theft. Through citizen education and the continued training of detectives specialized in the auto theft investigation, the Police Department maintains a proactive approach toward reducing the number of stolen vehicles in the City.

Budget and Financial Impacts

There is no financial match required for this award. The grant will be processed through department number 33259, Police Miscellaneous Grants, once the grant is formally accepted.

RESOLUTION NO. R17-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A FISCAL YEAR 2017 INDUSTRY AWARENESS GRANT FROM THE ARIZONA AUTOMOBILE THEFT AUTHORITY IN THE APPROXIMATE AMOUNT OF \$707, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City of Glendale accepts the Fiscal Year 2017 Industry Awareness Grant funded by the Arizona Automobile Theft Authority in the approximate amount of \$707 for the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk is authorized and directed to execute any and all documents necessary for the acceptance of this grant 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 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

Krause, Denise

From: AutomatedMessage@aata.az.gov
Sent: Monday, May 22, 2017 2:23 PM
To: Krause, Denise
Subject: AATA Note Notification

Hello **Denise Krause**,

A note has been added to the AATA Grants Application System with the following information:

Congratulations - The AATA Board has approved your FY'17 Industry Awareness grant to attend the AATIA Seminar in Sept. The checks (or EFT payments) will go out by the end of May. Please book your hotel rooms and complete the Seminar Registration form and payment for AATIA (to Nancy Temporado). Thank you.

You have received this notification because you have been associated with the following grant:

Agency: Glendale Police Department

Program Type: Industry Awareness Training

GrantID: 669

Title: Attend AATIA Training Seminar Sept 11-15, 2017

Thank You,

AATA SYSTEM MESSAGE

Label



Arizona Automobile Theft Authority

Welcome Denise Krause [Glendale Police Department]

Program Summary																																									
This is the Program Summary portion of the application. Select the Grant Program that you're applying for and the Fiscal Year in which the funds will be expended. Upload any supporting documentation as needed.																																									
Name of Agency	Glendale Police Department																																								
Address	6835 n. 57 Drive Glendale, AZ Arizona																																								
Program Type	Industry Awareness Training <input type="checkbox"/> For Fiscal Year Beginning (FY2017 (7/1/2016) TO (6/30/2017) <input type="checkbox"/>																																								
Project Title	Attend AATIA Training Seminar Sept 11-15, 2017																																								
Brief Project Description	Seeking funding to send 2 detectives to the AATIA Seminar to improve knowledge of current auto theft trends, technologies and programs																																								
Supporting Documents	<div style="border: 1px solid black; padding: 5px;"> <input type="text" value="AATIA pdf"/> Supporting Document <input type="checkbox"/> <input type="checkbox"/> <div style="text-align: right; margin-top: 5px;"> <input type="button" value="Browse..."/> <input type="button" value="Upload"/> </div> </div> <p>10MB Limit</p>																																								
<p><u>Hide Notes</u></p> <table border="1"> <thead> <tr> <th>ID</th> <th>Note Text</th> <th>Submitted By</th> <th>Date Added</th> <th></th> </tr> </thead> <tbody> <tr> <td>4476</td> <td>Status Change: New --> Submitted</td> <td>Denise Krause</td> <td>5/9/2017 1:38:44 PM</td> <td><input type="button" value="View"/></td> </tr> <tr> <td>4477</td> <td>Status Change: Submitted --> Under Review</td> <td>Ann Armstrong</td> <td>5/9/2017 1:39:42 PM</td> <td><input type="button" value="View"/></td> </tr> <tr> <td>4478</td> <td>Hello, We've received your FY'17 Industry Awareness Grant request (#669) to attend the 2017 AATIA Seminar Sept 11-15, 2017. The AATA Board will review and approve grants on Friday, May 19, 2017 at 10am. Information will be updated in the database after the May 19th meeting and checks or EFT's will go out the weeks following the meeting. Thank you!</td> <td>Ann Armstrong</td> <td>5/9/2017 1:41:23 PM</td> <td><input type="button" value="View"/> <input type="button" value="Delete"/></td> </tr> <tr> <td>4479</td> <td>Expenses Modified</td> <td>Ann Armstrong</td> <td>5/9/2017 1:42:09 PM</td> <td><input type="button" value="View"/></td> </tr> <tr> <td>4546</td> <td>Expenses Modified</td> <td>Art Myer</td> <td>5/22/2017 9:11:46 AM</td> <td><input type="button" value="View"/></td> </tr> <tr> <td>4547</td> <td>Status Change: Under Review --> Approved</td> <td>Art Myer</td> <td>5/22/2017 9:11:58 AM</td> <td><input type="button" value="View"/></td> </tr> <tr> <td>4552</td> <td>Congratulations - The AATA Board has approved your FY'17 Industry Awareness grant to attend the AATIA Seminar in Sept. The checks (or EFT payments) will go out by the end of May. Please book your hotel rooms and complete the Seminar Registration form and payment for AATIA (to Nancy Tomporado). Thank you.</td> <td>Ann Armstrong</td> <td>5/22/2017 2:22:32 PM</td> <td><input type="button" value="View"/> <input type="button" value="Delete"/></td> </tr> </tbody> </table> <p><input type="button" value="Add Note"/></p>		ID	Note Text	Submitted By	Date Added		4476	Status Change: New --> Submitted	Denise Krause	5/9/2017 1:38:44 PM	<input type="button" value="View"/>	4477	Status Change: Submitted --> Under Review	Ann Armstrong	5/9/2017 1:39:42 PM	<input type="button" value="View"/>	4478	Hello, We've received your FY'17 Industry Awareness Grant request (#669) to attend the 2017 AATIA Seminar Sept 11-15, 2017. The AATA Board will review and approve grants on Friday, May 19, 2017 at 10am. Information will be updated in the database after the May 19th meeting and checks or EFT's will go out the weeks following the meeting. Thank you!	Ann Armstrong	5/9/2017 1:41:23 PM	<input type="button" value="View"/> <input type="button" value="Delete"/>	4479	Expenses Modified	Ann Armstrong	5/9/2017 1:42:09 PM	<input type="button" value="View"/>	4546	Expenses Modified	Art Myer	5/22/2017 9:11:46 AM	<input type="button" value="View"/>	4547	Status Change: Under Review --> Approved	Art Myer	5/22/2017 9:11:58 AM	<input type="button" value="View"/>	4552	Congratulations - The AATA Board has approved your FY'17 Industry Awareness grant to attend the AATIA Seminar in Sept. The checks (or EFT payments) will go out by the end of May. Please book your hotel rooms and complete the Seminar Registration form and payment for AATIA (to Nancy Tomporado). Thank you.	Ann Armstrong	5/22/2017 2:22:32 PM	<input type="button" value="View"/> <input type="button" value="Delete"/>
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Arizona Automobile Theft Authority

Welcome Denise Krause [Glendale Police Department]

Glendale Police Department

Contacts

For this segment, you will identify the primary contacts for this application. If your agency has contacts already listed, you may select them from the drop down menu. Be sure to review contact information for inaccuracies and update them accordingly. You may also add new contacts that will be associated with your agency. If you are unsure of a particular contact, you can leave it as unknown and come back later to change it. However, you will not be able to submit your application until all contacts are filled out.

Program Manager

Paul Ulrich	<input type="button" value="Add New Contact"/>			
First Name:	Last Name:	Title:	Phone:	Extension:
Paul	Ulrich	Detective	(623) 930-2521	
Address 1:		Address 2:		Fax Number:
6835 N 57th Drive				
City, State and Zip:			Email Address:	
Glendale	AZ	85301	pulrich@glendaleaz.com	

Financial Officer

Denise Krause	<input type="button" value="Add New Contact"/>			
First Name:	Last Name:	Title:	Phone:	Extension:
Denise	Krause	Management Analyst	(623) 930-3398	
Address 1:		Address 2:		Fax Number:
6835 N 57th Drive				
City, State and Zip:			Email Address:	
Glendale	AZ	85301	dkrause@glendaleaz.com	

Authorized Official

Rick St. John	<input type="button" value="Add New Contact"/>			
First Name:	Last Name:	Title:	Phone:	Extension:
Rick	St. John	Chief of Police	(623) 930-3210	
Address 1:		Address 2:		Fax Number:
6835 N 57th Drive				
City, State and Zip:			Email Address:	
Glendale	AZ	85301	rstjohn@glendaleaz.com	



Arizona Automobile Theft Authority

Welcome Denise Krause [Glendale Police Department]

Glendale Police Department

Program Expenses

For this section, you will give an itemized list of the expenses for your project. Please select the closest matching category for each budget item.

Save

Expense Type	Description	Req Amt.	Staff Amt.	Sub. Amt.	Approved
<input type="checkbox"/> Personal Services		\$0	\$0	\$0	\$0
<input type="checkbox"/> Employee Related Expenses (ERE)		\$0	\$0	\$0	\$0
<input type="checkbox"/> Outside Professional Services		\$0	\$0	\$0	\$0
<input type="checkbox"/> In-State Travel (Professional Training)		\$157	\$157	\$157	\$157
<input type="checkbox"/> Out-State Travel (Professional Training)		\$0	\$0	\$0	\$0
<input type="checkbox"/> Aid to Organizations		\$0	\$0	\$0	\$0
<input type="checkbox"/> Other Operating Expenditures		\$550	\$550	\$550	\$550
<input type="checkbox"/> Equipment		\$0	\$0	\$0	\$0
Grand Total		\$707	\$707	\$707	\$707

Save

Previous

Summary

Contacts

Budget

Questions

Next

Back To Projects

Submit

Logout



Arizona Automobile Theft Authority

Welcome Denise Krause [Glendale Police Department]

Glendale Police Department

Questionnaire

Please answer all of the following questions as they pertain to your project. If a particular question doesn't apply, select N/A or provide a brief description of why it doesn't apply.

Supplant (Definition): Use of grant funds to pay for ongoing activities already budgeted or for the usual activities assigned to a position.

Example: A grant recipient may not use AATA grant funds to defray any costs that the recipient already is obligated to pay. For example, if a grantee, prior to applying to participate in the grant program, had committed to purchase 5 new license plate readers (LPR's) for auto theft enforcement, then the grantee must purchase those 5 LPR's in addition to any computers requested for the grant program. Grant funds must be used to increase (supplement), not replace (supplant) the total amount of such funds.

Save

Supplant

Will AATA Grant Funds supplant current funding available for vehicle theft prevention? Yes No Not Applicable

Demographic

Number of un-recovered stolen vehicles in jurisdiction?

Number of Metal Recyclers and/or End of Life facilities in jurisdiction?

Total number of FTE's, dedicated to auto theft prosecution (or percent of time spent on auto theft cases)?

Training

Has applicant attended a Train the Trainer meeting for training certification? Yes No Not Applicable

Which agency supplied the training?

N/A



Legislation Description

File #: 17-252, Version: 1

RESOLUTION NO. R17-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND ACCEPTANCE OF GRANT FUNDS IN THE APPROXIMATE AMOUNT OF \$4,498,364 TO REHABILITATE THE APRON AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a grant agreement 3-04-0064-026-2017 with the Federal Aviation Administration (FAA) in the anticipated amount of approximately \$4,498,364 for the North Apron Rehabilitation Phase 1B at the Glendale Municipal Airport.

Staff expects the FAA to offer the grant prior to September 30, 2017. However, because the FAA allows only a few days to formally accept the grant once an offer is made, staff is requesting the Council's approval to accept the grant prior to receiving the new grant offer from the FAA. A similar request was made and approved by City Council on August 9, 2016.

Background

The north apron area comprises parking and service areas for small aircraft. Recent pavement management reports indicate this area is in need of rehabilitation. The project is the second phase of a two-phase project to complete the rehabilitation of the north apron. Phase 1A included miscellaneous environmental study, project design, and partial pavement reconstruction in an amount available through federal funding, and was completed in February of 2017.

Phase 1B includes reconstruction and mill and overlay for the remaining portions of the North Apron.

Analysis

The Federal Aviation Administration (FAA) has emphasized the priority for federal grant money to be allocated for airport pavement projects to protect the long-term investments that have been made to the nationwide airport system. To receive grants, airports must complete the design and request reimbursement when the construction project is bid.

In April 2016, the City entered into a professional Services Agreement with Dibble & Associates Consulting Engineers, Inc. for the design of the North Apron Rehabilitation. This firm has assisted in the development of a

bid package for phase 1B. Bids for the project are expected to be opened on May 26, 2017. This construction portion of work is estimated at \$4,360,000 and will be brought to City Council for consideration of award in August 2017.

Other costs in the project include construction administration, testing and inspection services, hanger owner accommodations, and bidding.

The North Apron Rehabilitation is a project in the 2017-2026 Capital Improvement Plan for Fiscal Year (FY) 2017 to include FAA grant funding for the construction portion of the project.

Previous Related Council Action

On January 10, 2017, City Council authorized entering into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc. Contract No. C-10792-2 for the bid package design services of Phase 1B of this project, in the amount not to exceed \$39,539.

On August 9, 2016, City Council authorized entering into a Grant Agreement with the Federal Aviation Administration, Resolution No. 5136, for airport improvements (Phase 1A) for anticipated amount of \$865,000.

On April 12, 2016, City Council authorized entering into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc. Contract No. C-10792, for the design services of North Apron Rehabilitation Project, all phases, in the amount not to exceed \$292,205.

On August 12, 2014, City Council authorized entering into a Grant Agreement with the Federal Aviation Administration, Contract No. C-9220, for airport improvements for an anticipated amount of approximately \$3,750,000, for the rehabilitation of the center apron.

Community Benefit/Public Involvement

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The North Apron project will provide a suitable pavement structure and surface for aircraft to transverse and park safely.

The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings. The Aviation Advisory Commission will review and is anticipated to make a recommendation to accept this grant at their meeting of May 19, 2017. The Airport Master Plan and other information can be found on the airport website.

Budget and Financial Impacts

The total estimated cost of Phase 1B of the North Apron Rehabilitation is \$4,940,000. The FAA share is 91.06%, ADOT share is 4.47%, and the City of Glendale share is 4.47% of the eligible items of this project. The city's match of \$220,818 is available in the proposed FY 2017-18 Capital Improved Budget.

Cost	Fund-Department-Account
\$4,498,364	2120-79524-550800, North Apron Reconstruction Rehabilitation (FAA Grant)
\$220,818	2210-65078-550800, Airport Matching Funds
\$220,818	2120-79524-550800, North Apron Reconstruction Rehabilitation (ADOT)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND ACCEPTANCE OF GRANT FUNDS IN THE APPROXIMATE AMOUNT OF \$4,498,364 TO REHABILITATE THE APRON AT THE GLENDALE MUNICIPAL AIRPORT.

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 Grant Agreement with the U.S. Department of Transportation, Federal Aviation Administration be entered into, and that the City accept grant funds in the approximate amount of \$4,498,364.00 for the North Apron Rehabilitation Phase 1B at the Glendale Municipal Airport (FAA Project No. 3-04-0065-026-2017) and expend matching funds in the amount of \$220,818.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary for the entering into, acceptance and expenditure of said grant 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 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



Legislation Description

File #: 17-274, Version: 1

FINAL PLAT (FP) APPLICATION FP17-02: MONTEBELLO 95 ADDITION - 9191 WEST BETHANY HOME ROAD

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

Purpose and Recommended Action

This is a request for City Council to approve the Final Plat for Montebello 95 Addition, located at 9191 West Bethany Home Road. The Final Plat should be approved.

Background

Montebello 95 Addition is a 3-lot commercial subdivision on approximately 70.947 acres. Lot sizes will consist of the following:

- Lot 1: 54.469 acres.
- Lot 2: 6.406 acres.
- Lot 3: 2.561 acres.

The three lots will be served by public streets with vehicular access provided at Bethany Home Road, 91st Avenue, 95th Avenue, and Montebello Avenue. The Final Plat will provide right-of-way dedications totaling 7.512 acres for the future construction of 91st Avenue, 95th Avenue, and Montebello Avenue. Bethany Home Road has already been constructed adjacent to the site.

Analysis

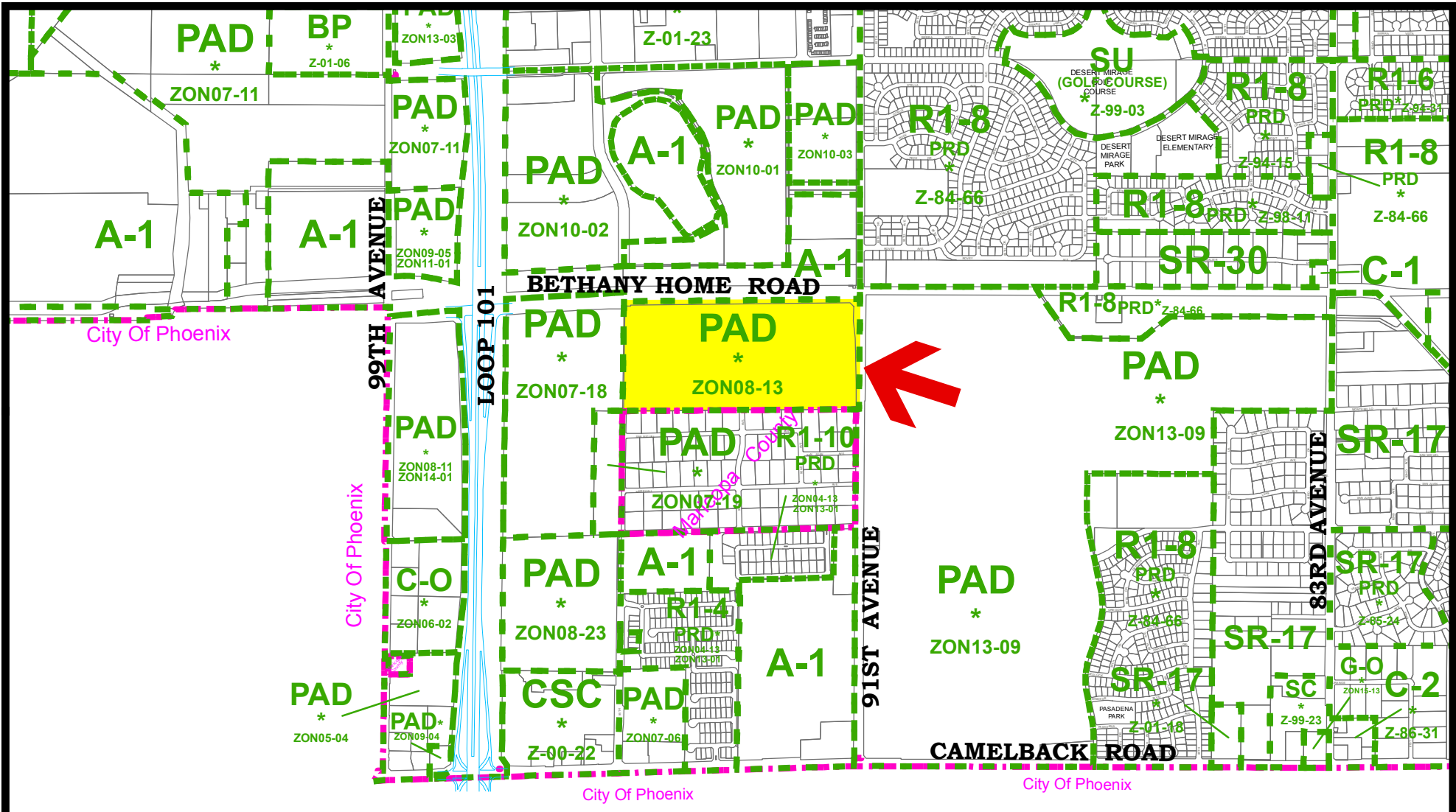
Approval of the Final Plat will allow future development opportunities and establish the required rights-of-way for future road construction. Approval of this request will help implement the Stadium Parking Settlement Agreement.

Previous Related Council Action

On October 13, 2015, the City Council authorized the City Manager to acquire the subject property. On September 15, 2015, City Council provided direction for the City Manager and City Attorney to take all necessary actions to acquire real property pursuant to Council priorities. At their Voting Meeting on November 25, 2008 the City Council approved a general plan amendment and rezoning application for Centrada. The general plan identifies the site as Entertainment Mixed Use (EMU) and the site is zoned Planned Area Development (PAD). The property was annexed by the City Council on January 14, 2003.

Community Benefit/Public Involvement

Approval of this request would allow future mixed commercial land use opportunities in an established part of the city with nearby infrastructure and amenities.



CASE NUMBER

FP17-02

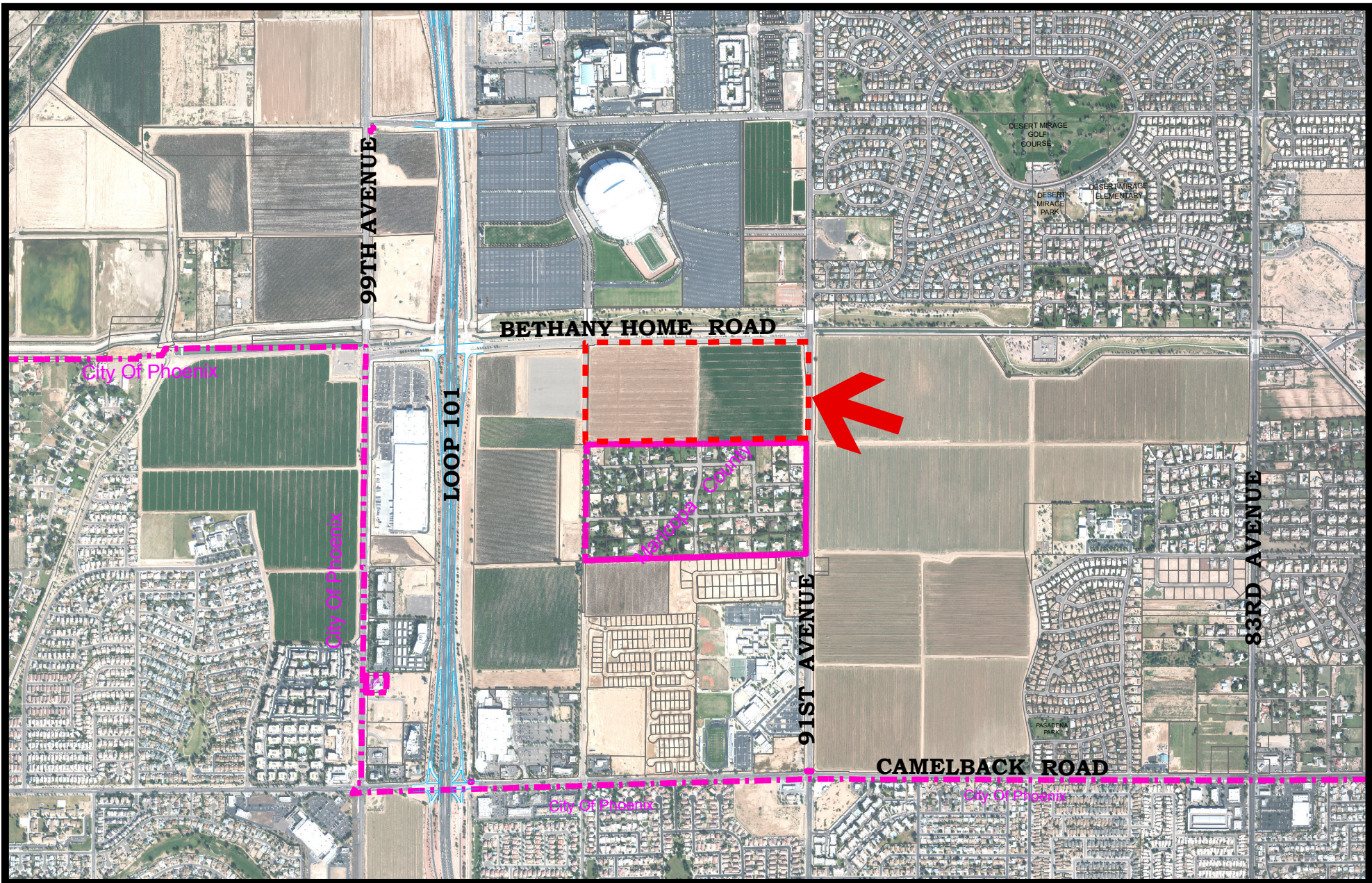


REQUEST

FINAL PLAT FOR "MONTEBELLO 95 ADDITION"

LOCATION

9191 W. BETHANY HOME ROAD



Aerial Date: October 2014

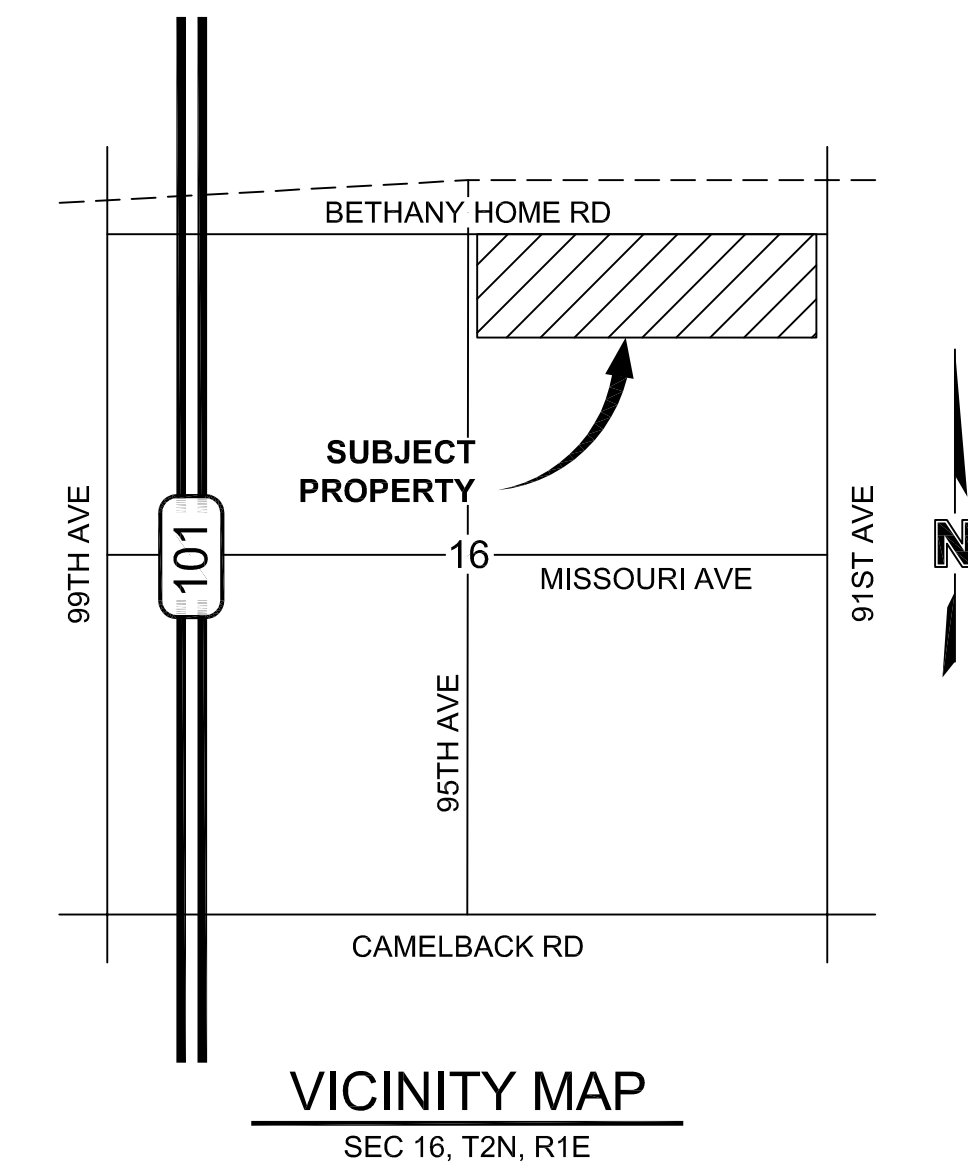


CASE NUMBER
FP17-02



FINAL PLAT for MONTEBELLO 95 ADDITION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA)
)SS
 COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF GLENDALE, AS OWNER, AND FARM 101 LLC, AS INTEREST HOLDER, HAS SUBDIVIDED UNDER THE NAME OF **MONTEBELLO 95 ADDITION**, A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR PLAT OF SAID **MONTEBELLO 95 ADDITION**, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT THE LOTS AND STREETS SHALL BE KNOWN BY THE NAME OR NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT FARM 101 LLC, AS INTEREST HOLDER, AND THE CITY OF GLENDALE, AS OWNER, HEREBY DEDICATE TO THE CITY OF GLENDALE, PUBLIC UTILITY EASEMENTS (PUE), RIGHT-OF-WAY (R/W), PEDESTRIAN ACCESS AND DRAINAGE FACILITIES EASEMENTS, AS SHOWN ON SAID PLAT AND TO THE PUBLIC ALL OTHER EASEMENTS AND STREETS INCLUDING IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS THEREOF:

FARM 101 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS INTEREST HOLDER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2017

BY: _____
 ITS: _____

THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2017

THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION

BY: _____
 CITY MANAGER

ATTEST: _____
 CITY CLERK

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
 COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

 NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:
 _____, 20____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
 COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

 NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:
 _____, 20____

REFERENCE DOCUMENTS

1. DEED #2015-0818401, MCR
2. BK 143, PG 4, MCR
3. BK 171, PG 549, MCR
4. BK 316, PG 245, MCR
5. BK 1008, PG 32, MCR
6. BK 1253, PG 42, MCR
7. BK 1320, PG 48, MCR
8. DOC #1994-0894897, MCR
9. DOC #1996-0872463, MCR
10. DOC #2005-1626085, MCR
11. DOC #2005-1626086, MCR
12. DOC #2005-1707368, MCR
13. DOC #2006-0120250, MCR
14. DOC #2006-0120251, MCR
15. DOC #2007-0644346, MCR

PROPERTY AREA

PARENT PARCEL: 3,090,463 SQ. FT. +/- (70.947 ACRES, +/-)
 LOT 1: 2,372,669 SQ. FT. +/- (54.469 ACRES, +/-)
 LOT 2: 279,025 SQ. FT. +/- (6.406 ACRES, +/-)
 LOT 3: 111,555 SQ. FT. +/- (2.561 ACRES, +/-)
 DEDICATED RIGHT-OF-WAY: 327,214 SQ. FT. +/- (7.512 ACRES, +/-)

LEGAL DESCRIPTION OF THE PARENT PARCEL:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 WHICH IS 5.00 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE OF AN EXISTING CONCRETE-LINED DITCH AS HEREINAFTER DESCRIBED:

THENCE SOUTHEASTERLY ALONG A LINE MEASURED 5.00 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE OF AN EXISTING CONCRETE-LINED DITCH, THE CENTER LINE OF WHICH SAID CONCRETE-LINED DITCH IS LOCATED 21 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16 AND EXTENDS SOUTHEASTERLY IN A GENERALLY STRAIGHT LINE TO A POINT 6 FEET SOUTH AND 69 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16;

THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 16, WHICH IS 1 FOOT SOUTH OF THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16;

EXCEPT ANY PORTION OF THE GRAND CANAL AS SHOWN ON BOOK 181 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT THAT PORTION AS CONVEYED TO THE CITY OF GLENDALE IN DEED RECORDED OCTOBER 27, 2005 IN RECORDING NO. 200501626085, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ALL MINERALS, ORES AND METALS OF EVERY KIND AND CHARACTER AND ALL COAL, ASPHALTUM, OIL, GASES, FERTILIZER, FOSSILS AND OTHER LIKE SUBSTANCES OF EVERY NAME AND DESCRIPTION AS RESERVED IN THE PATENT TO SAID LAND.

PLAT NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
2. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
3. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS, SHALL BE LIMITED TO ONLY THE FOLLOWING:
 - a. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
 - b. CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
4. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.

OWNER

THE CITY OF GLENDALE
 AN ARIZONA MUNICIPAL CORPORATION
 5850 W GLENDALE AVE
 PH: 623 930-2000

BASIS OF BEARING

S88°16'28"E ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, AS MEASURED BETWEEN A BRASS CAP IN HAND HOLE AT THE EAST QUART CORNER OF SAID SECTION 16, AND A BRASS CAP AT THE CENTER OF SAID SECTION 16, USING GLOBAL POSITIONING SYSTEMS.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA,
 THIS ____ DAY OF _____, 20____

APPROVED BY: _____ DATE _____
 MAYOR

APPROVED BY: _____ DATE _____
 CLERK

APPROVALS

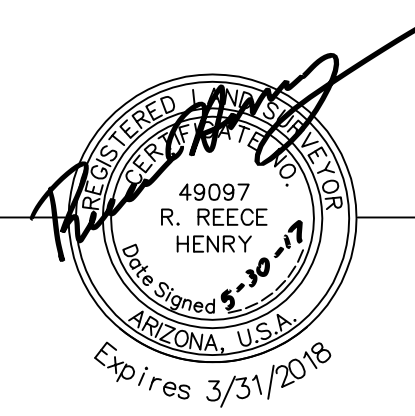
APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA,
 THIS ____ DAY OF _____, 20____

APPROVED BY: _____ DATE _____
 PLANNING DIRECTOR

APPROVED BY: _____ DATE _____
 CITY ENGINEER

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2017, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. FOR AND ON BEHALF OF OLSSON ASSOCIATES, INC.



R. REECE HENRY, RLS # 49097

OLSSON
 ASSOCIATES

7250 N 16TH STREET SUITE 210
 PHOENIX, AZ 85020
 TEL: 602.748.1000 www.olssonassociates.com

FINAL PLAT for MONTEBELLO 95 ADDITION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2017

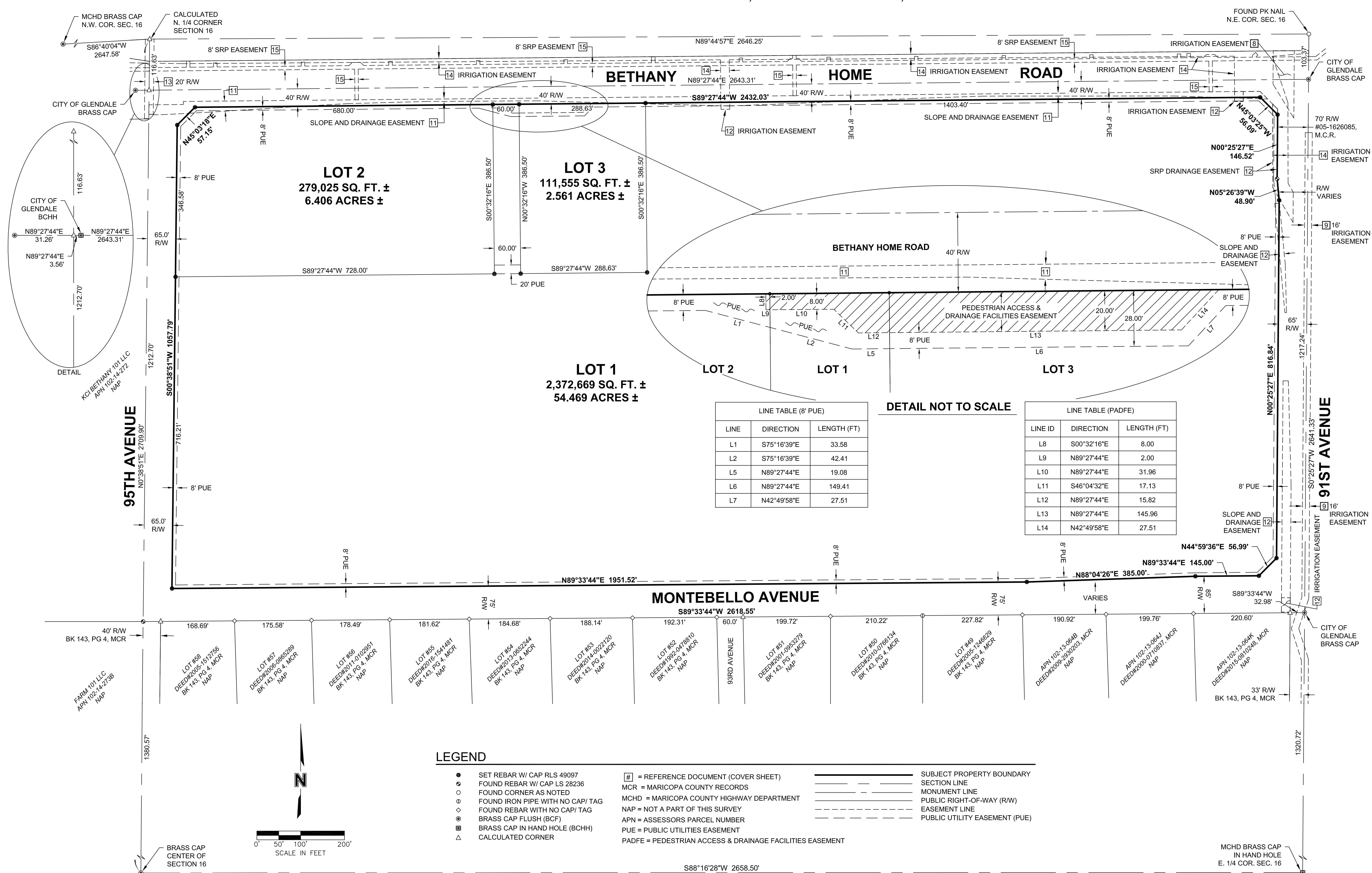
GLENDALE, ARIZONA

drawn by: GPT / RRH
 checked by: _____
 approved by: _____
 QA/QC by: _____
 project no.: 015-3453
 drawing no.: _____
 date: 05/30/2017

SHEET
 1 OF 2

FINAL PLAT for MONTEBELLO 95 ADDITION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



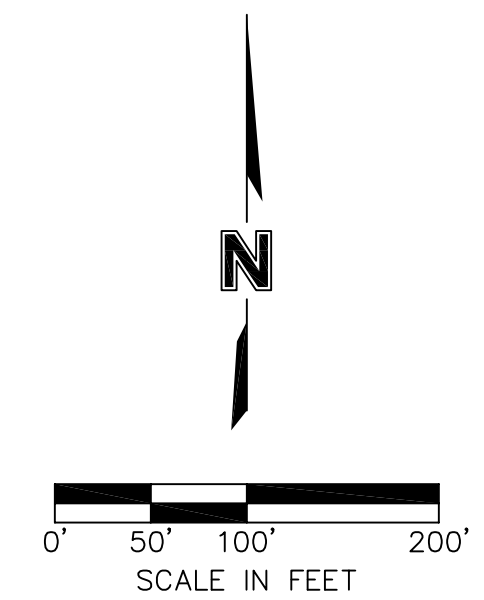
LINE TABLE (8' PUE)

LINE	DIRECTION	LENGTH (FT)
L1	S75°16'39"E	33.58
L2	S75°16'39"E	42.41
L5	N89°27'44"E	19.08
L6	N89°27'44"E	149.41
L7	N42°49'58"E	27.51

DETAIL NOT TO SCALE

LINE ID	DIRECTION	LENGTH (FT)
L8	S00°32'16"E	8.00
L9	N89°27'44"E	2.00
L10	N89°27'44"E	31.96
L11	S46°04'32"E	17.13
L12	N89°27'44"E	15.82
L13	N89°27'44"E	145.96
L14	N42°49'58"E	27.51

- LEGEND**
- SET REBAR W/ CAP RLS 49097
 - FOUND REBAR W/ CAP LS 28236
 - FOUND CORNER AS NOTED
 - ◇ FOUND IRON PIPE WITH NO CAP/ TAG
 - ◇ FOUND REBAR WITH NO CAP/ TAG
 - ⊙ BRASS CAP FLUSH (BCF)
 - ⊙ BRASS CAP IN HAND HOLE (BCHH)
 - △ CALCULATED CORNER
 - # = REFERENCE DOCUMENT (COVER SHEET)
 - MCR = MARICOPA COUNTY RECORDS
 - MCHD = MARICOPA COUNTY HIGHWAY DEPARTMENT
 - NAP = NOT A PART OF THIS SURVEY
 - APN = ASSESSORS PARCEL NUMBER
 - PUE = PUBLIC UTILITIES EASEMENT
 - PADFE = PEDESTRIAN ACCESS & DRAINAGE FACILITIES EASEMENT
 - SUBJECT PROPERTY BOUNDARY
 - - - SECTION LINE
 - MONUMENT LINE
 - - - PUBLIC RIGHT-OF-WAY (R/W)
 - - - EASEMENT LINE
 - - - PUBLIC UTILITY EASEMENT (PUE)



DWC: F:\Projects\015-3453\40-Design\Survey\SRVY\Final Plat\015-3453 Final Plat for Montebello 95 Addition.dwg
DATE: May 30, 2017 7:46am XREFS:

FINAL PLAT for MONTEBELLO 95 ADDITION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

GLENDALE, ARIZONA

2017

drawn by: GPT/RRH
checked by: RRH
approved by: RRH
QA/QC by: RRH
project no.: 015-3453
drawing no.: 015-3453-PLAT
date: 05/30/2017

SHEET 2 OF 2



Legislation Description

File #: 17-234, **Version:** 1

FY17-18 PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2017-18 PROPERTY TAX LEVY

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Policy Recommendation

This is a request for City Council to conduct a public hearing on the proposed Fiscal Year 2017-2018 (FY17-18) property tax levy and, by a roll call vote, approve a motion to adopt the property tax levy that will be assessed by ordinance on June 27, 2017.

Background

Arizona's property tax system consists of two tiers - Primary and Secondary. The primary property tax levy has state mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principle, interest, and related fees on voter authorized bonds used to finance the city's capital improvement plan. Arizona state law requires Council to set the property tax levy by the third Monday in August.

Analysis

City Council reviewed the FY17-18 Tentative Budget and adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 23, 2017 voting meeting. The tentative budget assumed the primary property tax rate would decrease from \$0.4792 per \$100 of assessed value for FY 2016-2017 (FY16-17) to \$0.4632 per \$100 of assessed value for FY 2017-2018 (FY17-18). In addition, the tentative budget assumed the secondary property tax rate would decrease from \$1.6698 per \$100 of assessed value for FY16-17 to \$1.6140 per \$100 of assessed value for FY17-18.

If Council approves this item, the total property tax rate will decrease from \$2.1490 to \$2.0772. The total of the levy will increase slightly but this is due only to the value of new construction added to the city during the prior year. This allows the city to reduce the tax rates slightly and does not require a truth in taxation hearing. Consideration of the adoption of an ordinance finalizing the FY17-18 property tax levy is scheduled for the June 27, 2017 City Council meeting. In compliance with State Budget Law, public notices regarding the public hearing and the property tax levy were published in the Glendale Star on May 25 and June 1, 2017.

Previous Related Council Action

City Council adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 23, 2017 voting meeting. At that time, Council also gave notice of the date for the June 13, 2017 Public Hearing on:

- The FY17-18 Final Budget,
- The FY17-18 Property Tax Levy, and
- The June 27, 2017 date the adoption of the FY17-18 Property Tax Levy.

On May 2, 2017, the final FY17-18 Budget Workshop included follow up presentations on the city's FY 2018-2027 Capital Improvement Plan and Department Operating budgets.

On April 28, 2017, the second of two all-day budget workshops included presentation on several city department operating budgets for the FY17-18 Budget.

On April 24, 2017, the first of two all-day budget workshops included presentation on several city department operating budgets for the FY17-18 Budget.

On April 4, 2017, the FY17-18 Budget Workshop included follow-up presentations on the City's Draft FY2018-2027 Capital Improvement Plan.

On March 21, 2017, the FY17-18 Budget Workshop included presentation of the Draft FY2018-2027 Capital Improvement Plan.

On March 7, 2017, a FY17-18 Budget Overview included revenues and other future discussion items were presented to the City Council at the second in a series of budget workshops.

February 7, 2017, a FY17-18 Budget Overview included the calendar, process, legal requirements, major budget components and future discussion items was presented to the City Council at the first in a series of budget workshops.

On December 20, 2016, the General Fund and Major Operating Funds Five-Year Financial Forecast was presented at Council Workshop and initiated the FY17-18 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 where 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

If Council approves this item, the total property tax rate will decrease from \$2.1490 to \$2.0772 per \$100 of assessed value and the total property tax levy will increase only by the value of new construction added to the city during the prior year.



Legislation Description

File #: 17-221, Version: 1

ORDINANCE NO. O17-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2, ARTICLE III - OFFICERS AND EMPLOYEES, DIVISION 1 - GENERALLY OF THE GLENDALE CITY CODE REGARDING RETENTION OF FINGERPRINTS OF APPLICANTS.

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

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance to amend Chapter 2, Article III, Division I, of the Glendale City Code regarding fingerprints of applicants.

Background

Article III, Division I, Sec. 2-51 (a) of the Glendale City Code states the following: "All applicants being considered for selection for positions as city employees and all prospective volunteers under the direction of the city whose duties include interaction with juveniles, upon application for temporary or permanent employment for an indefinite period of time or upon application to volunteer, shall appear at the offices of the police department and submit to having copies of their fingerprints made by a police officer. The human resources department shall forward the fingerprints of eligible applicants to the Arizona Department of Public Safety for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S section 41-1750 and P.L. 92-544."

Article III, Division I, Sec. 2.51 (d) of the Glendale City Code states the following: "One (1) copy of the fingerprints shall be maintained by the police department so long as the person remains a city employee and for a period of five (5) years thereafter."

Analysis

The City has been fingerprinting all applicants being considered for selection and prospective volunteers, regardless of whether they are interacting with juveniles. We have been following this practice for more than ten years and are therefore requesting a change to the city code to reflect this practice. Conducting fingerprint checks is an important part of the background checking process for all new hires and volunteers. This practice allows Human Resources to review all new hire's or volunteer's criminal history information to ensure we are not hiring individuals with job related criminal convictions.

The language in Sec. 2.51 (d) conflicts with the Department of Public Safety policy concerning the retention of fingerprints and conflicts with the Arizona State Library records retention schedule. Therefore, we are also requesting a change to the city code to maintain fingerprints in accordance with the Arizona State Library,

Archives and Public Records retention schedule.

Community Benefit/Public Involvement

These changes to City Code ultimately benefit the citizens of Glendale by ensuring that the City is not hiring individuals with job related criminal convictions.

Budget and Financial Impacts

There is no expected financial impact associated with updating the City Code.

ORDINANCE NO. 017-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2, ARTICLE III - OFFICERS AND EMPLOYEES, DIVISION 1 - GENERALLY OF THE GLENDALE CITY CODE REGARDING RETENTION OF FINGERPRINTS OF APPLICANTS.

WHEREAS, A.R.S. § 41-1750 (a)(4), the State Librarian's record retention schedule and Department of Public Safety ("DPS") policy concerning Criminal History Record Information (CHRI) provide certain time frames for retention of fingerprints; and

WHEREAS, certain provisions of the Glendale City Code must be updated to be consistent with retention schedule in State law for public records and the DPS Policy.

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

SECTION 1. That Chapter 2 – Administration, Article III – Officers and Employees, Division 1 – Generally is hereby amended as follows:

Sec. 2-51. - Applicants for positions to be fingerprinted.

- (a) All applicants being considered for selection for positions as city employees and all prospective volunteers under the direction of the city upon application for temporary or permanent employment for an indefinite period of time or upon application to volunteer, shall appear at the offices of the police department and submit to having copies of their fingerprints made by a police officer. The human resources department shall forward the fingerprints of eligible applicants to the Arizona Department of Public Safety for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S. section 41-1750 and P.L. 92-544. The Arizona Department of Public Safety is authorized to exchange this fingerprint information with the Federal Bureau of Investigation.
- (b) For the purpose of this section, the term "city employees" shall include all persons who are on the city's payrolls and receive either salary or wages from the city.
- (c) For the purpose of this section, the term "volunteer" shall include any person who performs or gives service to the city on his own free will, without any form of compensation by the city in exchange for services rendered. At the discretion of designated staff, any volunteer involved in community service projects less than eight (8) hours in duration and supervised by city staff, may be exempt from the provisions of this section.
- (d) One (1) copy of the fingerprints shall be maintained by the city in accordance with the Arizona State Library, Archives and Public Records retention schedule.

- (e) One (1) copy of the fingerprints taken under the provisions of this article shall be transmitted to the Federal Bureau of Investigation, United States Department of Justice, United States of America, for the purpose of securing a report from the records of the Federal Bureau of Investigation.

SECTION 2. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

SECTION 3. The City Clerk is 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 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 2, ARTICLE III - OFFICERS AND EMPLOYEES, DIVISION 1 - GENERALLY OF THE GLENDALE CITY CODE REGARDING RETENTION OF FINGERPRINTS OF APPLICANTS.

WHEREAS, A.R.S. § 41-1750 (a)(4), the State Librarian's record retention schedule and Department of Public Safety ("DPS") policy concerning Criminal History Record Information (CHRI) provide certain time frames for retention of fingerprints; and

WHEREAS, certain provisions of the Glendale City Code must be updated to be consistent with retention schedule in State law for public records and the DPS Policy.

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

SECTION 1. That Chapter 2 – Administration, Article III – Officers and Employees, Division 1 – Generally is hereby amended as follows:

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Sec. 2-51. - Applicants for positions to be fingerprinted.

- (a) All applicants being considered for selection for positions as city employees and all prospective volunteers under the direction of the city ~~whose duties include interaction with juveniles~~, upon application for temporary or permanent employment for an indefinite period of time or upon application to volunteer, shall appear at the offices of the police department and submit to having copies of their fingerprints made by a police officer. The human resources department shall forward the fingerprints of eligible applicants to the Arizona Department of Public Safety for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S. section 41-1750 and P.L. 92-544. The Arizona Department of Public Safety is authorized to exchange this fingerprint information with the Federal Bureau of Investigation.
- (b) For the purpose of this section, the term "city employees" shall include all persons who are on the city's payrolls and receive either salary or wages from the city.
- (c) For the purpose of this section, the term "volunteer" shall include any person who performs or gives service to the city on his own free will, without any form of compensation by the city in exchange for services rendered. At the discretion of designated staff, any volunteer involved in community service projects less than eight (8) hours in duration and supervised by city staff, may be exempt from the provisions of this section.
- (d) One (1) copy of the fingerprints shall be maintained by the city in accordance with the Arizona State Library, Archives and Public Records retention schedule. ~~police~~

[Additions are indicated by underline; deletions by ~~strikeout~~.]

~~department so long as the person remains a city employee and for a period of five (5) years thereafter.~~

- (e) One (1) copy of the fingerprints taken under the provisions of this article shall be transmitted to the Federal Bureau of Investigation, United States Department of Justice, United States of America, for the purpose of securing a report from the records of the Federal Bureau of Investigation.

SECTION 2. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

SECTION 3. The City Clerk is 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 , 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



Legislation Description

File #: 17-239, Version: 1

ORDINANCE NO. O17-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE CODE OF THE CITY OF GLENDALE, CHAPTER 6 (ANIMALS); AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Rick St. John, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending the Code of the City of Glendale, Chapter 6 (Animals), adding Article III, Sections 6-26 through 6-29, relating to animal cruelty and neglect and animal seizure and related procedure.

Background

Arizona Revised Statutes (A.R.S.) §13-2910(A) addresses animal cruelty and neglect, and A.R.S. §13-4281 addresses animal seizures in cruelty and neglect cases and sets forth the process for notifications, forfeitures, bonds and hearings. While Arizona state laws address the issues, the laws are not as strong as they could be. Additionally, the state law process may be lengthy and it places the burden for costs related to animal care during the legal proceedings on cities and towns.

Under state law, animal owners accused of animal cruelty and neglect have 10 days to request a hearing, and the court has 15 days to schedule a hearing. After the hearing, the appeal process can take months, and the entire process may take up to 8 months. Meanwhile, the charges for care and treatment of the animals falls on the municipality. The City of Glendale, as well as other cities that have dealt with animal cruelty, neglect, and hoarding under existing state law continue to face enormous expense for animal care during legal proceedings. Additionally, because the involved animal(s) may not be released to the owner or offered for adoption until a resolution has been reached, the involved animal(s) may suffer ill-effects, as a lengthy stay in an unfamiliar environment can be taxing.

Although Glendale City Code Chapter 6 currently addresses several issues relating to animals within the City, e.g. vicious animals and leash law, it does not address cruelty or neglect. An ordinance that specifically addresses animal cruelty, neglect, and hoarding, along with the animal seizure and related procedure, will allow the City to more effectively deal with the issues and better manage care for the affected animals. An ordinance would also allow the City to shift the cost of care for the animals involved to the owners, instead of placing the financial burden on the City. A.R.S. §13-2910(F) authorizes cities and towns to adopt ordinances "at least as stringent as the misdemeanor provisions of this section."

Analysis

The Glendale Police Department is proposing an ordinance with the following features:

- Makes animal cruelty and animal neglect a Class 1 Misdemeanor under City Code
- Provides for seizure of mistreated and neglected animals
- Requires the posting a \$500 bond, per animal, on filing for a post seizure hearing
- Shifts some of the financial burden for the cost of care from the City to the owner during litigation
- Provisions for expedited trial court proceedings
- Provides for expedited appeal by special action, thereby expediting final resolution of cases

The proposed ordinance is not an attempt to remove the rights of pet owners, but instead a way to improve the process for the sake of the animal(s) involved in cruelty and neglect. Staff is requesting that Council waive reading beyond the title and adopt the proposed ordinance amending the Code of the City of Glendale, Chapter 6 (Animals), adding Article III, Sections 6-26 through 6-29, relating to animal cruelty and neglect and animal seizure and related procedure.

Previous Related Council Action

At the May 16, 2017 workshop, staff presented information to City Council regarding Glendale City Code, Chapter 6 (Animals), with respect to a proposed ordinance creating Article III, relating to animal cruelty and neglect.

Community Benefit/Public Involvement

The current process under A.R.S. can be cumbersome and difficult to navigate. The proposed ordinance provides for due process but streamlines the procedure and minimizes the opportunity for excessive delays, which can be challenging for the animal(s) involved. The proposed ordinance provides benefits including what's best for the animals, a cost savings for the City, and enhanced efficiency for those involved.

Budget and Financial Impacts

There is no negative fiscal impact to the City.

ORDINANCE NO. O17-25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE CODE OF THE CITY OF GLENDALE, CHAPTER 6 (ANIMALS); AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION 1. That the City Code of the City of Glendale, Chapter 6 (Animals) is hereby amended by adding Article III to read as follows:

Sec. 6-26. - Animal cruelty and neglect.

A. A person commits animal cruelty if the person does any of the following:

- (1) Intentionally, knowingly or recklessly subjects any animal under the person's custody or control to cruel neglect or abandonment;
- (2) Intentionally, knowingly or recklessly fails to provide medical attention necessary to prevent protracted suffering to any animal under the person's custody or control;
- (3) Intentionally, knowingly or recklessly inflicts unnecessary physical injury to any animal;
- (4) Recklessly subjects any animal to cruel mistreatment;
- (5) Intentionally, knowingly or recklessly kills or attempts to kill any animal under the custody or control of another person without either legal privilege or consent of the owner;
- (6) Recklessly interferes with, strikes, kills or harms a working or service animal without either legal privilege or consent of the owner;
- (7) Intentionally, knowingly or recklessly leaves an animal unattended and confined in a motor vehicle and physical injury to or death of the animal is likely to result;
- (8) Recklessly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal;
- (9) Strikes any domestic animal with a vehicle resulting in injury to the animal, and leaves the scene without rendering aid and assistance in the care of such animal, if such action can be taken with reasonable safety. For purposes of this section, "domestic animal" shall mean an animal usually domiciled with or cared for by humans, such as cat, dog, horse or cattle;
- (10) Intentionally or knowingly poisons or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health

threatening foreign objects, such as glass or metal, in a location where any animal may be attracted to it;

- (11) Intentionally, knowingly or recklessly uses a baited trap or mechanical device to capture an animal, causing it injury or death.

B. It is not a defense to subsection A of this section if:

- (1) The animal was trespassing on property owned or controlled by the person alleged to have violated this section;
- (2) The animal was not restrained in compliance with any leash law, including Section 6-6;
- (3) The person alleged to have violated this section did not know that the animal was under the custody or control of another person;

C. Neglect. The purpose of this subsection is to guarantee that animals under human custody or control are housed in healthy environments and are provided with proper food, water, shelter, medical care, exercise space and ventilation. Any person owning or having care, control or custody of any animal shall provide:

- (1) That the animal receives daily, food that is free from contamination and is of sufficient quantity and nutritive value to maintain the animal in good health;
- (2) That potable water is accessible to the animal at all times, either free-flowing or in a clean receptacle;
- (3) That, except for livestock, all animals have convenient access to natural or artificial shelter throughout the year. Any such artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, shall not comply with this section. Any shelter, all bedding and any spaces accessible to the animal shall be maintained in a manner which minimizes the risk of the animal contracting disease, being injured, or becoming infested with parasites;
- (4) That the animal receives care and medical treatment for debilitating injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering;
- (5) That the animal is given adequate exercise space within an enclosure that shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. With the exception of temporary tethering of horses, the use of tie-outs such as chains, leashes, wires, cables, ropes, or similar restraining devices for the purpose of animal confinement is hereby prohibited;

(6) That the animal has access to adequate ventilation and is protected from temperature extremes at all times. In this connection, it is unlawful for any person to keep any animal in a vehicle or other enclosed space in which the temperature is either so high or so low, or the ventilation is so inadequate, as to endanger the animal's life or health. Any peace officer or Animal Care officer is authorized to use whatever force is reasonable and necessary to remove any animal from a vehicle or other enclosed space whenever it appears that the animal's life or health is endangered by extreme temperatures or lack of ventilation within the vehicle or other enclosed space.

(a) No peace officer or Animal Care officer shall be liable for damages to property caused by the use of reasonable force to remove an animal from such a vehicle or other enclosed space under such circumstances.

D. Subsection B paragraphs 1 and 2 of this section may be waived by any peace officer or an Animal Care officer if dictated by treatment under the direction of a licensed veterinarian.

E. Any person violating the provisions of this section shall be guilty of a Class 1 misdemeanor.

F. Penalties. A violation of any provision of this section is punishable by a fine of not less than one hundred dollars nor more than two thousand five hundred dollars, six months in jail, three years probation, or any combination thereof. No judge may grant probation in lieu of, or otherwise suspend, the imposition of the minimum fine prescribed herein. The judge may order that the owner shall not be permitted to own or control any animal for a period of up to three years, and the judge may order that the animal(s) which are the subject of this action be forfeited to the Arizona Humane Society or other suitable agency to be placed by adoption in a suitable home or humanely destroyed. The court also shall order the convicted person to make restitution to the City or to any person, agency, or volunteer who has contracted with the City to care for an animal that is seized and impounded pursuant to this or other provisions of this section for the cost of care for the animal incurred from the time of seizure or impoundment to the time of conviction. This shall not be construed to affect, in any way, the imposition of any mandatory minimum penalties provided herein.

G. In this section, unless the context otherwise requires:

(1) "Animal" means a mammal, bird, reptile or amphibian, but excludes rodents, which may be controlled as otherwise allowed by the law of the State of Arizona. The exclusion of rodents from the definition of animal shall not apply to rodents classified as fur-bearing animals as defined in section 17-101, Arizona Revised Statutes, or to any particular rodent known by the person alleged to have violated this section to be kept as a pet or any rodent clearly marked and denominated as being a pet, such as rodents wearing collars or harnesses.

- (2) "Cost of care" means any expense related to the care and treatment of a seized or forfeited animal, including but not limited to housing, feeding, and veterinary care.
- (3) "Owner" means a person who has an interest in an animal, whether legal or equitable. A person who holds an animal for the benefit of or as an agent for another is not an owner. An owner with power to convey an animal binds other owners, and a spouse binds his or her spouse, by his or her act or omission.

Sec. 6-27. Seizure of animals subjected to cruelty and or neglect; cost of care.

- A. An animal subject to forfeiture under Section 6-26 may be seized:
 - (1) By a Peace Officer on process issued pursuant to the provisions of title 13, Arizona Revised Statutes, including a search warrant;
 - (2) By a Peace Officer upon reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health or safety of other animals. When a Peace Officer determines that prompt action is required under this paragraph, the officer shall immediately seize the animal and the Police Department and the Court shall comply with the post-seizure hearing requirements of Section 6-28.
- B. In all cases where there is not a prior judicial determination of probable cause and the need for immediate seizure is not present as provided in paragraph A (2) above, the Police Department shall provide the owner or keeper of the animal with the opportunity for a hearing pursuant to Section 6-28 before any seizure or impoundment of the animal.
- C. Nothing in this section shall be construed to prohibit the City, after seizure of an animal by a Peace Officer, from taking possession of and keeping the animal when the City deems the animal to be of evidentiary value in any criminal prosecution relating to the condition of the animal. If the City intends to take possession of and retain an animal as evidence in any criminal prosecution, the City shall promptly provide written notice to the Police Department.
- D. The City may contract with any person or agency, including volunteers, to care for an animal that is seized and impounded for evidentiary purposes or pursuant to other provisions of this section.
- E. The City shall be responsible for the cost of care incurred for a seized or impounded animal, if any of the following occur:
 - (1) The City causes the animal to be seized or held for evidentiary purposes;
 - (2) The Court determines in a post-seizure hearing held under Section 6-28, that the seizing officer did not have reasonable grounds to believe very prompt action,

including seizure of the animal, was required to protect the health or safety of the animal or the health or safety of other animals;

- (3) The owner's interest in the animal is not forfeited pursuant to Section 6-26 or 6-28;
- F. Except as provided in subsection E, the owner of an animal properly seized and impounded under this section is liable for the actual cost of care for the animal. Unless the seizure or impoundment of an animal is for evidentiary purposes, supported by a written notice of intent as required by subsection C, or the Court determines at a post-seizure hearing that the seizure or impoundment was not justified, the owner shall post with the Court a bond in the form of cash or a surety's undertaking to defray some of the cost of care for the animal. The bond shall be in the amount of five hundred dollars per animal seized or impounded. The owner shall post the bond within ten days of the date of the notice provided under Section 6-28 (A) (1) or within five days after the conclusion of the pre-seizure or post-seizure hearing, whichever is later, excluding weekends and City holidays. If the owner fails to post the bond within the specified time, the owner shall be deemed to have abandoned the animal. The City may dispose of the abandoned animal as authorized in this Ordinance.
- G. Upon forfeiture of an animal, the Court shall forfeit the bond to pay the cost of care incurred for the animal. If the bond exceeds cost of care, the Court shall exonerate the bond amount and order the security returned to the owner only to the extent the bond exceeds the cost of care incurred for the animal. If at the conclusion of the case, the animal is not forfeited under Section 6-26 or Section 6-28 the Court shall order the bond exonerated and the security returned to the owner minus cost of care incurred for the animal.

Sec. 6-28. Pre-seizure and post-seizure hearings.

- A. Whenever a Peace Officer under Section 6-27 (A) (2) seizes or impounds an animal based on a reasonable belief that very prompt action is required to protect the health or safety of the animal or the health or safety of other animals, the owner or keeper of the animal, may request a post-seizure hearing to determine the validity of the seizure or impoundment, or both. The burden of proof in the seizure hearing pursuant to this article will be by a preponderance of the evidence. The formal rules of evidence will not be applied and reliable hearsay may be admissible. The post-seizure hearing shall be commenced as follows:
- (1) The Police Department or the City, prior to the commencement of any criminal proceedings authorized under Section 6-26 and within seventy - two hours, excluding weekends and City holidays, of the seizure or impoundment, shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice of the seizure or impoundment, or both, to the owner or keeper, if known or ascertainable after reasonable investigation. The notice shall include all of the following:

- (a) The name, business address, and telephone number of the person providing the notice;
 - (b) A description of the animal(s) seized, including any identification upon the animal(s);
 - (c) The authority and purpose for the seizure, or impoundment, including the time, place, and circumstances under which the animal was seized;
 - (d) A statement that, in order to receive a post-seizure hearing, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning to the court an enclosed declaration of ownership or right to keep the animal within ten days, including weekends and City holidays, of the date of the notice. The declaration may be returned by personal delivery or by mail. The declaration will be deemed received at the time it is personally served or, if mailed, upon receipt;
 - (e) A statement that the owner is responsible for the cost of care for an animal that was properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals;
 - (f) A statement that the owner is required to post a bond with the court to defray the cost of care for an animal that has been properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals;
 - (g) A warning that if the owner fails to post the bond within ten days of the seizure or five days after the conclusion of the post-seizure hearing, whichever is later, excluding weekends and City holidays, the animal will be deemed abandoned and disposed of by the City.
- (2) The Court shall conduct the post-seizure hearing within five days of the Court's receipt of the request, excluding weekends and City holidays.
- (3) Failure of the owner or keeper, or the owner's or keeper's agent, to request or to attend a scheduled hearing shall result in default and a forfeiture of any right to a post-seizure hearing.
- (4) Where there is not a prior judicial determination of probable cause and the need for immediate seizure under Section 6-27 (A)(2) is not present, the owner or keeper of an animal may request a hearing prior to any seizure or impoundment of the animal. The owner or keeper shall produce the animal at the time of the hearing unless, prior to the hearing, the owner or keeper has made arrangements with the Police Department to view the animal upon request of the Police Department, or unless the owner or keeper can provide verification that the

animal has been humanely destroyed by a licensed veterinarian, Animal Control Agency or Animal Welfare Organization. The pre-seizure hearing shall be commenced as follows.

- (5) The Police Department or the City Prosecutor, prior to the commencement of any criminal proceedings authorized under Section 6-26, shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice to the owner or keeper, if known or ascertainable after reasonable investigation, stating the grounds for believing the animal should be seized to protect the health or safety of the animal or the health or safety of other animals. The notice shall include all of the following:
 - (a) The name, business address, and telephone number of the person providing the notice.
 - (b) A description of the animal to be seized, including any identification upon the animal.
 - (c) The authority and purpose for the possible seizure or impoundment.
 - (d) A statement that, in order to receive a pre-seizure hearing, the owner or person authorized to keep the animal(s), or the owner's or keeper's agent, shall request the hearing by signing and returning to the court an enclosed declaration of ownership or right to keep the animal(s) within two days, excluding weekends and City holidays, of the date of the notice.
 - (e) A statement that the owner is responsible for the cost of care for an animal that is properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
 - (f) A statement that the owner is required to post with the court a bond to defray the cost of care for an animal that has been properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
 - (g) A warning that if the owner fails to post the bond within five days of the seizure, excluding weekends and City holidays, the animal will be deemed abandoned and disposed of by the City.
- (6) The Court shall conduct the pre-seizure hearing within forty-eight hours of the Court's receipt of the request, excluding weekends and City holidays.
- (7) Failure of the owner or keeper, or the owner's or keeper's agent, to request or to attend a scheduled hearing shall result in a forfeiture of any right to a pre-seizure hearing.

- (8) The court, after the hearing, may affirm or deny the owner's or keeper's right to custody of the animal and, if reasonable grounds are established, may order the seizure or impoundment of the animal for care and treatment.
- (a) In the event of an acquittal or final discharge without conviction of a person who was charged under Section 6-26 or animals have not been forfeited pursuant to Sec. 6-27, the Court shall, upon demand, direct the release of seized or impounded animals that have not been forfeited upon a showing of proof of ownership. Any questions regarding ownership shall be determined in a separate hearing by the Court and the Court shall hear testimony from any persons who may assist the Court in determining ownership of the animal. If the owner is determined to be unknown or the owner is prohibited or unable to retain possession of the animal for any reason, the Court shall order the animal released to the appropriate public agency for lawful disposition. This subsection shall not be construed to cause the release of an animal seized or impounded pursuant to any other local, State or Federal law or regulation. The Court shall, upon demand, forfeit the bond to pay the cost of care incurred for the animal. If the bond amount exceeds cost of care, the Court shall exonerate the bond amount and order the security returned to the owner only to the extent the bond exceeds the cost of care incurred for the animal.
- (b) A person who violates subsection B by failing to produce the animal at the time of the hearing, make arrangements with and allow the Police Department to view the animal upon request, or provide verification that the animal has been humanely destroyed is guilty of a Class 1 misdemeanor.

Sec. 6-29 Disposition of seized or impounded animals.

- A. A Peace Officer who has seized or impounded an animal pursuant to Section 6-26 or Section 6-27, on a showing of probable cause that the animal has been cruelly mistreated as defined in Section 6-226 (A) or neglected as defined in Section 6-26 (B), may request a disposition hearing before a City Judge to determine whether the animal has suffered cruelty or neglect as defined in this section. The hearing shall be set within five business days after the request has been filed.
- B. The Peace Officer who has requested a hearing under subsection A of this section shall cause a notice to be affixed to a conspicuous place at the owner's residence. If the owner fails to appear at the hearing or if the City Judge determines by a preponderance of the evidence that the animal has been cruelly mistreated or cruelly neglected, the City Judge may order the animal forfeited to the officer or any person or agency, including volunteers, contracted with the City to care for an animal that is seized and impounded pursuant to other provisions of this section, or humanely destroyed. The owner shall pay cost of care. The hearing shall be recorded.

- C. The procedures and remedies provided for in this section shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner. The procedures and remedies provided for in this chapter are remedial and not punitive and are not precluded by an acquittal or conviction in a criminal proceeding. This section shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this section be construed as precluding the spaying or neutering of any animal. If any provision of this section is in conflict with any other provisions of this Code, the provisions of this section shall be controlling.

- D. Appeal by either party of the decision of the City Judge shall be by way of special action to the Superior Court on the record of the hearing. The appealing party shall bear the cost of preparing the record of the hearing on appeal. No appeal shall be taken later than five days after the decision, excluding weekends and City holidays.

SECTION 2. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 3. The City Clerk is 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 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



Legislation Description

File #: 17-250, Version: 1

ORDINANCE NO. O17-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH SFM CONSULTING LLC DBA STARSHINE ASSOCIATES FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter a Lease Agreement with SFM Consulting LLC, doing business as Starshine Associates, for Suite 200 in the terminal building at the Glendale Municipal Airport. The initial term of the Lease Agreement is effective through April 30, 2018.

Background

SFM Consulting LLC dba Starshine Associates (SFM) is a women owned small business that has a mission to inspire and empower female entrepreneurs who want to build a business that makes a difference and makes money while living a life that matters to them. They support and mentor women business owners who find their passion and purpose through their company and provide them with training, advice, and resources.

SFM is an existing tenant at the Glendale Municipal Airport. They entered into a Lease Agreement, Contract No. C-11091, for Suite 200B, effective September 15, 2016. SFM has submitted a proposal dated March 13, 2017 to lease the entire Suite 200 of 827.29 square feet to accommodate the expansion of their business needs.

Analysis

SFM will be introducing an innovative, shared work space concept to Glendale where entrepreneurs, independent contractors, and work-at-home professionals can work in a shared office environment for the cost of a membership rather than full cost of an exclusive office rental space. SFM states that there are no other co-working spaces in the west valley. In addition to the memberships, SFM will also provide business seminars, motivational classes, Tai Chi, and fun events.

SFM requested early occupancy of the full suite for renovations and the startup phase of the business with reduced rent through June 30. Beginning July 1, the rental rate will be set at \$19.47 per square foot, per year, with an annual modifier tied to the Consumer Price Index. The Lease may be renewed for five, one-year periods.

The existing lease for suite 200B will be terminated upon execution of this new lease agreement.

Previous Related Council Action

On March 27, 2017, the City Council approved the Master Terminal Agreement Template (Ordinance No. 017-13) for the Airport Terminal Office suites.

Community Benefit/Public Involvement

The Glendale Municipal Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. SFM has been a good tenant at the airport. The rental of the office suite will provide additional revenues and will increase the potential self-sustainability of the airport, enabling staff to better maintain and operate the public facility.

SFM made a presentation at the Aviation Advisory Commission meeting of March 15, 2017 explaining their innovative business concepts. The Aviation Advisory Commission approved the following motion at the March 15, 2017 meeting to recommend the City Council authorize the City Manager to enter into a Lease Agreement Airport Terminal Office beginning May 1, 2017 with SFM Consulting LLC dba Starshine Associates for office Suite 200 at a negotiated rate of \$19.44 psf/yr plus tax, including a thirty-day written cancellation clause and a 90-day phase-in for payments as detailed in the Starshine AZ proposal.

Budget and Financial Impacts

The yearly revenue for Suite 200 will be \$16,082.52 plus tax or \$16,554.00 including tax, prior to any CPI price modifications.

ORDINANCE NO. O17-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH SFM CONSULTING LLC DBA STARSHINE ASSOCIATES FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and the Terminal Building located thereon; and

WHEREAS, the City desires to lease to SFM Consulting LLC dba Starshine Associates (“Starshine Associates”) for certain office space at the Glendale Municipal Airport Terminal Building.

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

SECTION 1. That the City has determined that certain office space (Suite 200) at the Glendale Municipal Airport Terminal Building shall be leased to Starshine Associates.

SECTION 2. That the City Manager and City Clerk be authorized and directed to execute an Airport Terminal Lease Agreement with Starshine Associates for office space at the Glendale Municipal Airport Terminal Building, on behalf of the City of Glendale. A copy of said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

WHEN RECORDED, RETURN TO:

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

C-_____

**LEASE AGREEMENT
Airport Terminal Office**

(Master Lease form adopted by Ordinance No. 017-13)

This Lease Agreement ("Lease") is executed to be effective the ____ day of _____, 20____ ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and SFM Consulting LLC dba Starshine Associates ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 200, located in the Glendale Municipal Airport Terminal Building, consisting of 827.29 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property: Consulting Services.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.
- F. This Lease supersedes all prior negotiations, representations, understandings, and agreements of, by or between the parties, in regards to the Property. City and Lessee were parties to the following prior lease for the Property (an "Existing Lease"): (1) a Lease Agreement C-11091 commencing on September 1, 2016 and expiring on August 31, 2017 for Suite 200B. Notwithstanding the foregoing, Lessee shall remain responsible to City for: (a) any and all provisions under each Existing Lease that does not pertain to this Property; (b) any and all rent and other charges due, owing or accruing under each Existing Lease prior to the Effective Date of this Lease; (c) its obligations under each Existing Lease which expressly or impliedly survive termination of that Existing Lease; and (d) third party claims against City for which Lessee was required to either or both indemnify and hold City harmless pursuant to each Existing Lease.

2. TERM

- A. The original term of this Lease shall be for a period of One year (1) (not to exceed five years) commencing on May1, 2017 and expiring on April 30, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for five successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. Beginning July 1, 2017, Lessee's annual rent will be \$14,097.00, subject to change each year per paragraph 3.C. The monthly rental installment beginning July 1, 2017, will be \$1,174.75.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.
- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.
- G. Prior to July 1, 2017, Lessee shall pay rent for use of the Property per the following phase-in plan:
 - 1) Lessee shall pay rent in the amount of \$811.23 on or before April 1, 2017;
 - 2) Lessee shall pay rent in the amount of \$1095.57 on or before May 1, 2017; and
 - 3) Lessee shall pay rent in the amount of \$1440.55 on or before June 1, 2017.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator ("SASO") Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration (“FAA”) requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month’s rent in the amount of \$1,208.82 (“Security Deposit”). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$413.65. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee’s breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City’s finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee’s interest under this Lease.

B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation (“DOT”) and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.
- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee’s failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City’s sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising

out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City shall have the right to terminate this Lease for any reason or for no reason at any time by giving Lessee thirty (30) days written notice. The City may terminate this Lease by giving Lessee thirty (30) days written notice after any of the following events:
 - 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree

or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.
- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee shall have the right to terminate this Lease for any reason or for no reason at any time that it is not in default of its obligations by giving the City thirty (30) days' written

notice. Lessee may terminate this Lease at any time that it is not in default of its obligations by giving the City thirty (30) days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to: City Attorney
 CITY OF GLENDALE
 5850 West Glendale Avenue, Suite 450
 Glendale, Arizona 85301

TO LESSEE: SFM Consulting LLC
 dba Starshine Associates
 6801 N Glen Harbor Blvd., Suite 200
 Glendale, AZ 85307

with a copy to: Statutory Agent:

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a “prime lessee,” as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.
- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation,

orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or

resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

“Lessee”:

SFM Consulting LLC
dba Starshine Associates

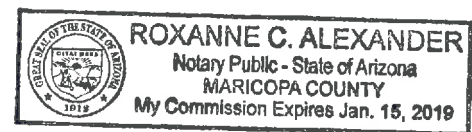
Leanne Gardner and Susan F. Moody
Printed Name: Leanne Gardner and Susan
F Moody
Title: *Cofounders*

STATE OF ARIZONA)
) ss.
County of Maricopa)

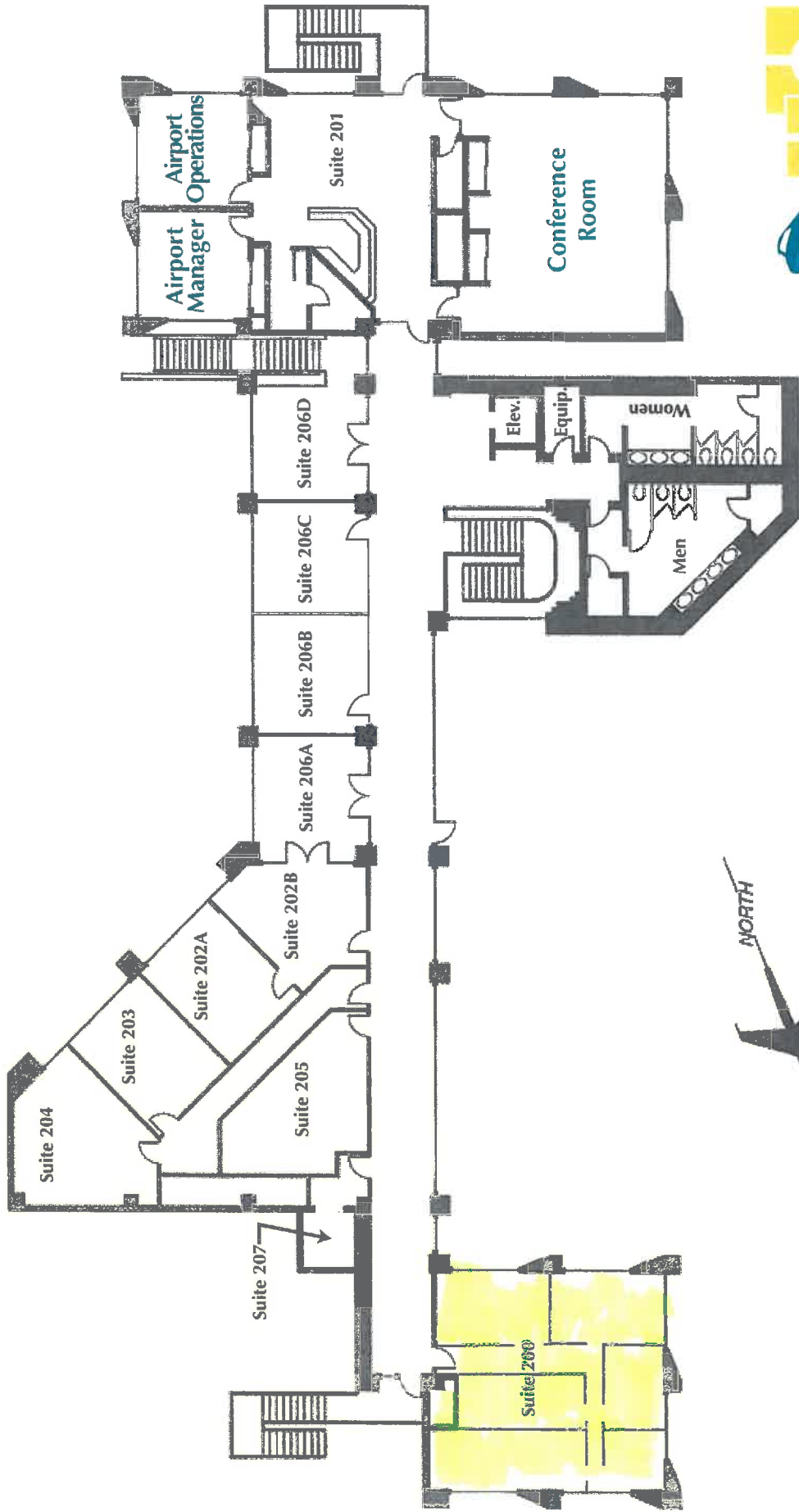
The foregoing instrument was acknowledged before me this *9th* day of *May*, 20*17*,
by *Leanne Gardner* in his/her capacity as *Cofounder of SFM Consulting LLC* Lessee.
Susan F. Moody

Roxanne C Alexander
Notary Public

My Commission Expires: *Jan. 15, 2019*



SECOND FLOOR



NOT TO SCALE



EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

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

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

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

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).

- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.



Legislation Description

File #: 17-256, Version: 1

ORDINANCE NO. O17-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE AND A SEWER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water and sewer line easement at 20272 North 75th Avenue.

Background

The developer of the new Popeye's Louisiana Kitchen, located at 20272 North 75th Avenue, has constructed a new public water line and sewer line in order to meet the domestic fire protection and wastewater collection requirements of the City Code for this development. The developer, HZ PROPS RE, LTD, a Texas limited partnership is granting the city an easement for the water line and sewer line so that the city can maintain, operate, repair, replace and remove if necessary the new water and sewer lines consistent with City Code.

Analysis

Staff recommends acceptance of the easement for the new water line and sewer line. There will be no impact on city departments, staff or service levels as a result of this action. There may be minimal costs incurred to the city for operating and maintaining these the water line and sewer line in the future.

ORDINANCE NO. O17-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE AND A SEWER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, a new development, Popeye's Louisiana Kitchen, has been constructed on property located at 20272 North 75th Avenue; and

WHEREAS, construction of a new public water line and a new public sewer line has been completed and approved by the City and is required to serve the property to meet the domestic and fire protection and sanitary sewer requirements of the City Code; and

WHEREAS, the owner of Popeye's Louisiana Kitchen, HZ PROPS RE, LTD, a Texas limited partnership, has agreed to grant a new water line and sewer line easement to the City so that the lines may be operated, maintained, repaired, replaced and removed if necessary.

WHEREAS, the City has determined that the new water line and sewer line easement would benefit the citizens of Glendale and be in the public interest.

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

SECTION 1. That the City is hereby accepting an easement for the location of a new water line and sewer line pursuant to the Conveyance of Easement, which is attached as Exhibit 1

SECTION 2. The Council hereby accepts the Conveyance of Easement, attached hereto as Exhibit 1, granting a water line and sewer line easement described herein to the City.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT 1

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **HZ PROPS RE, LTD., a Texas limited partnership**, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a water line and a sewer line and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 2017.

HZ PROPS RE, LTD.
a Texas limited partnership

By: _____
Amin Dhanani
Its: President

**Exempt Pursuant to
A.R.S. §11-1134(A)(2), 11-1134(A)(3)**

STATE OF TEXAS)
County of Fort Bend) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Amin Dhanani, President, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
ASPERA
COMBINED WATER AND SEWER EASEMENT

A portion of Lot 2, "Minor Land Division - Lot Split" for CDG Joy I, LLC, recorded in Book 1249, Page 14, Records of Maricopa County, Arizona, located in the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 577.21 feet; thence leaving said south line, North 00°06'03" East, 874.20 feet; thence North 75°13'11" East, 196.84 feet to a point on the west line of said Lot 2, and the south line of Lot 1 according to said "Minor Land Division - Lot Split", said point also the POINT OF BEGINNING;

thence along the west line of said Lot 2, and the south line of said Lot 1, North 30°57'52" West, 18.83 feet to the northwest corner of said Lot 2;

thence along the north line of said Lot 2, and the south line of said Lot 1, North 76°02'35" East, 99.44 feet to the beginning of a 985.00 foot radius curve to the right;

thence continuing along the north line of said Lot 2, and the south line of said Lot 1, easterly 83.53 feet along the arc of said curve, concave southerly, through a central angle of 04°51'31";

thence leaving the north line of said Lot 2, and the south line of said Lot 1, South 14°14'39" East, 11.92 feet;

thence South 75°13'11" West, 24.00 feet;

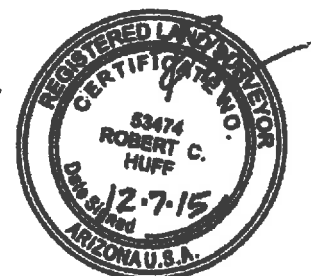
thence South 14°14'33" East, 15.27 feet;

thence South 75°35'33" West, 12.96 feet;

thence North 14°46'49" West, 15.19 feet;

thence South 75°13'11" West, 140.33 feet to the POINT OF BEGINNING.

Said parcel containing 3,117 square feet or 0.072 acres, more or less.



Ex: 6/30/18



TRACT B

ROW

ASPERA BOULEVARD

WATER & SEWER ESMT
3,117 SQ. FT.
0.072 AC±
SEE SHT. 2

PROPOSED
SEWER
EASEMENT

PROPOSED
WATER EASEMENT

LOT 1
BK. 1249, PG. 14
MCR

LOT 2
BK. 1249, PG. 14
MCR

P.O.B.

PROP.
WATER
ESMT

LOT 3
BK. 1249, PG. 14
MCR

LOT 4A
BK. 1215, PG. 16
MCR

APN
200-20-006X

75TH AVENUE

S.R. 101L

20' SEWER ESMT
DOC. NO. 1996-0378562,
M.C.R.

NOTE:

SEE SHEET 2 FOR EASEMENT
DETAIL AND DATA TABLES

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

S. 1/4 COR.
SEC. 23, T.4N., R.1E.,
FD. BLM BRASS CAP

P.O.C.
S.E. COR. SEC. 23, T.4N., R.1E.
FD. ALUM. CAP IN HANDHOLE
MKD. A.D.O.T.

2066.07'

874.20'

N00°06'03"E

577.21'

N89°53'57"W 2643.29'

DATE: 11/2015

SCALE:
1"=150'

SHEET

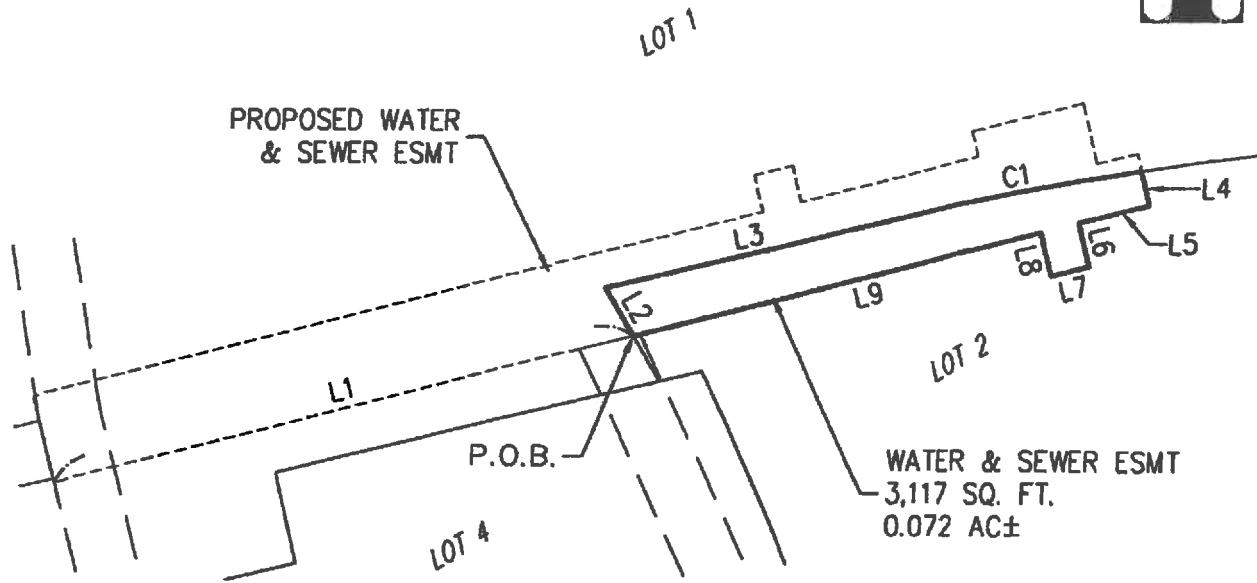
1 OF 2

**COMBINED WATER & SEWER ESMT
LOT 2
BOOK 1249, PAGE 14, M.C.R.**



**DAVID EVANS
AND ASSOCIATES INC.**

4600 East Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.678.5151



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N75°13'11"E	196.84'
L2	N30°57'52"W	18.83'
L3	N76°02'35"E	99.44'
L4	S14°14'39"E	11.92'
L5	S75°13'11"W	24.00'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L6	S14°14'33"E	15.27'
L7	S75°35'33"W	12.96'
L8	N14°46'49"W	15.19'
L9	S75°13'11"W	140.33'

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	985.00'	83.53'	4°51'31"	N78°28'20"E	83.50'

DATE: 11/2015

SCALE:
1"=60'
SHEET
2 OF 2

**COMBINED WATER & SEWER ESMT
LOT 2
BOOK 1249, PAGE 14, M.C.R.**



**DAVID EVANS
AND ASSOCIATES INC.**
4600 East Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.678.5151



Legislation Description

File #: 17-258, Version: 1

ORDINANCE NO. O17-28

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water line easement at 20272 North 75th Avenue.

Background

The developer of the new Popeye's, located at 20272 North 75th Avenue, is constructing a new public water line in order to meet the domestic fire protection requirements of the City Code for this development. The developer, HZ PROPS RE, LTD, a Texas limited partnership is granting the city an easement for the water line so that the city can maintain, operate, repair, replace and remove if necessary the new water line consistent with City Code.

Analysis

Staff recommends acceptance of the easement for the new water line. There will be no impact on city departments, staff or service levels as a result of this action. There may be minimal costs incurred to the city for operating and maintaining these two water lines in the future.

ORDINANCE NO. O17-28

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE LOCATED AT 20272 NORTH 75TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, a new development, Popeye's Louisiana Kitchen, has been constructed on property located at 20272 North 75th Avenue; and

WHEREAS, construction of a new public water line has been completed and approved by the City and is required to serve the property to meet the domestic and fire protection requirements of the City Code; and

WHEREAS, the owner of Popeye's Louisiana Kitchen, HZ PROPS RE, LTD, a Texas limited partnership, has agreed to grant a new water line easement to the City so that the line may be operated, maintained, repaired, replaced and removed if necessary.

WHEREAS, the City has determined that the new water line and easement would benefit the citizens of Glendale and be in the public interest.

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

SECTION 1. That the City is hereby accepting an easement for the location of a new water line pursuant to the Conveyance of Easement, which is attached as Exhibit 1.

SECTION 2. The Council hereby accepts the Conveyance of Easement, attached hereto as Exhibit 1, granting a water line easement described herein to the City.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT 1

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **HZ PROPS RE, LTD., a Texas limited partnership**, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a water line and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 2017.

HZ PROPS RE, LTD.
a Texas limited partnership

By: _____
Amin Dhanani
Its: President

**Exempt Pursuant to
A.R.S. §11-1134(A)(2), 11-1134(A)(3)**

STATE OF TEXAS)
County of Fort Bend) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Amin Dhanani, President, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
WATER LINE EASEMENT

A portion of Lot 2, "Minor Land Division - Lot Split" for CDG Joy I, LLC, recorded in Book 1249, Page 14, Records of Maricopa County, Arizona, located in the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a City of Glendale brass cap in handhole found at the east quarter corner thereof bears North 00°18'01" East, a distance of 2647.87 feet; thence along the east line of the southeast quarter of said Section 23, North 00°18'01" East, 911.71 feet; thence leaving said east line, North 89°41'59" West, 367.15 feet to the northeast corner of Lot 4A, "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", recorded in Book 1215, Page 16, Records of Maricopa County, Arizona; thence along the north line of said Lot 4A, South 76°02'43" West, 13.63 feet to the POINT OF BEGINNING "A";

thence continuing along the north line of said Lot 4A, South 76°02'43" West, 0.63 feet to the point of intersection with the west line of said Lot 2;

thence along the west line of said Lot 2, North 30°57'52" West, 17.78 feet;

thence leaving the west line of said Lot 2, North 75°13'11" East, 2.35 feet;

thence South 25°29'28" East, 17.39 feet to the POINT OF BEGINNING.

Said parcel containing 25 square feet or 0.001 acres, more or less.

TOGETHER WITH

A portion of Lot 2, "Minor Land Division - Lot Split" for CDG Joy I, LLC, recorded in Book 1249, Page 14, Records of Maricopa County, Arizona, located in the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a City of Glendale brass cap in handhole found at the east quarter corner thereof bears North 00°18'01" East, a distance of 2647.87 feet; thence along the east line of the southeast quarter of said Section 23, North 00°18'01" East, 911.71 feet; thence leaving said east line, North 89°41'59" West, 367.15 feet to the northeast corner of Lot 4A, "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", recorded in Book 1215, Page 16, Records of Maricopa County, Arizona, and the beginning of a non-tangent curve to the right, the radius of which bears South 63°22'32" West, 1000.00 feet;

thence along the east line of said Lot 4A, and the west line of said Lot 2, southeasterly 138.85 feet along the arc of said curve, concave southwesterly, through a central angle of 07°57'20" to the POINT OF BEGINNING "B";

thence leaving the east line of said Lot 4A, and the west line of said Lot 2, North 75°58'28" East, 11.98 feet;

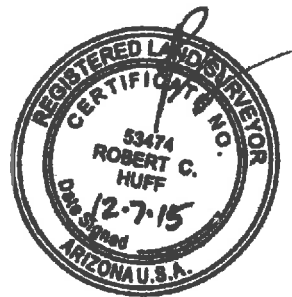
thence South 14°01'08" East, 12.00 feet;

thence South 75°58'28" West, 11.08 feet to a point on the east line of said Lot 4A, and the west line of said Lot 2, said point also being on a non-tangent curve to the left, the radius of which bears South 72°01'14" West, 1000.00 feet;

thence along the east line of said Lot 4A, and the west line of said Lot 1, northwesterly 12.03 feet along the arc of said curve, concave southwesterly, through a central angle of 00°41'22" to the POINT OF BEGINNING.

Said parcel containing 138 square feet or 0.003 acres, more or less.

Said parcels contain a total of 163 square feet or 0.004 acres, more or less.



Doc: 6/30/18



E. 1/4 COR. SEC. 23, T.4N., R.1E.
 FD. BRASS CAP IN HANDHOLE
 MKD. CITY OF GLENDALE

LOT 1
 BK. 1249, PG. 14
 MCR

WATER ESMT A
 25 SQ. FT.
 0.001 AC±
 SEE SHT. 2

PROPOSED WATER
 AND SEWER ESMT

L4
 L5
 RB= S63°22'32"W
 N.E. COR. LOT 4A
 P.O.B. "A"

N89°41'59"W 367.15'

1736.16'

75TH AVENUE

2647.87'

LOT 2
 BK. 1249, PG. 14
 MCR

PROPOSED
 WATER ESMT

P.O.B.
 "B"

RB= S72°01'14"W

WATER ESMT B
 138 SQ. FT.
 0.003 AC±

911.71'

N00°18'01"E

LOT 4A
 BK. 1215, PG. 16
 MCR

LOT 3
 BK. 1249, PG. 14
 MCR

P.O.C.
 S.E. COR. SEC. 23, T.4N., R.1E.
 FD. ALUM. CAP IN HANDHOLE
 MKD. A.D.O.T.

NOTE:
 SEE SHEET 2 FOR
 EASEMENT DATA TABLES

DATE: 11/2015

SCALE:
 1"=50'

SHEET

1 OF 2

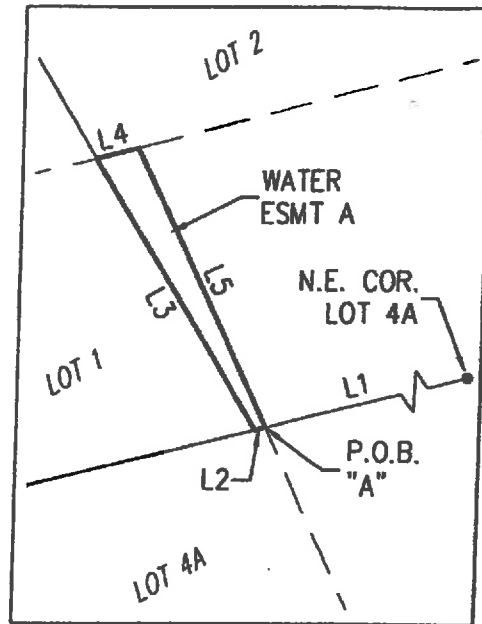
WATER LINE EASEMENTS
LOT 2
BOOK 1249, PAGE 14, M.C.R.



**DAVID EVANS
 AND ASSOCIATES INC.**

4600 East Washington Street, Suite 250
 Phoenix Arizona 85034
 Phone: 602.678.5151

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°02'43"W	13.63'
L2	S76°02'43"W	0.63'
L3	N30°57'52"W	17.78'
L4	N75°13'11"E	2.35'
L5	S25°29'28"E	17.39'
L6	N75°58'28"E	11.98'
L7	S14°01'08"E	12.00'
L8	S75°58'28"W	11.08'



DETAIL - WATER ESMT A
1"=10'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1000.00'	138.85'	7°57'20"	S22°38'48"E	138.74'
C2	1000.00'	12.03'	0°41'22"	N18°19'27"W	12.03'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
BLM = BUREAU OF LAND MANAGEMENT
A.D.O.T. = AZ DEPT. OF TRANSPORTATION
RB = RADIAL BEARING
R/W = RIGHT-OF-WAY
MKD. = MARKED

DATE: 11/2015

SCALE:
NTS

SHEET

2 OF 2

**WATER LINE EASEMENTS
LOT 2
BOOK 1249, PAGE 14, M.C.R.**



**DAVID EVANS
AND ASSOCIATES INC.**

4800 East Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.878.5151



Legislation Description

File #: 17-235, Version: 1

RESOLUTION NO. R17-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2017-2018, SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION AND ADOPTING THE CITY COUNCIL'S FINANCIAL POLICIES.

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Policy Recommendation

This is a request for City Council to waive reading beyond the title, review the proposed Fiscal Year 2017-18 (FY17-18) final budget, conduct a public hearing on the final budget, and convene a special meeting to adopt a resolution formally approving the final operating, capital, debt service, and contingency appropriation budget.

Background

Arizona state law requires the governing board of cities, towns, and counties to conduct a public hearing and then convene a special meeting to adopt a resolution approving the final annual budget. The regular voting meeting does not need to be adjourned to convene and conduct the special meeting required for the budget adoption.

Council approval of the tentative budget at the May 23, 2017 meeting set the maximum level of expenditure for FY17-18 at \$672 million. Adjustments and reallocation of appropriation authority may be made after adoption of the tentative budget but the total amount of appropriation cannot be increased.

The FY17-18 budget process included a five-year financial forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and a review of the detailed budget request for each of the departments which included both operating funds and the capital outlay. To inform and deliberate on current budget issues, seven Budget Workshops were held and focused on specific budget and financial strategies for FY17-18 and future fiscal years.

Analysis

The FY17-18 Final Budget request totals \$672 million. This is a 3.0% decrease over the prior year's budget (FY16-17) of \$693 million. The budget decrease is mainly attributable to a reduction in the city's Capital Improvement Plan.

Overall, the goal of the FY17-18 budget is to continue to improve the city's financial stability while maintaining a high quality of service delivery, beginning to address deferred asset maintenance and moving forward with

the development of the city's strategic plan. Development of the budget centered around the following key priorities:

- Financial Stability and Sustainability
 - \$50 million unrestricted fund balance by year FY19-20
 - No projected general fund deficits over the 5-year planning forecast
 - Continued review of financial policies
- Excellence in Service Delivery
 - Budget requests are driven by customer and service delivery needs
 - Core programs are retained without cuts in service levels
- Investment in Capital Improvements and Infrastructure
 - Increases to begin addressing deferred asset maintenance
- Strategic Planning
 - Gathering data to establish metrics
- Funding for initiatives to improve efficiency

Highlights of the proposed budget include:

- No increase to the Primary Property Tax Levy
- Continued funding of vehicle replacements
- Funding for maintenance of police body cameras and related safety equipment
- Addition of a half-time position for Code Enforcement and absorption of two Code Enforcement positions which were previously grant funded
- Increased staffing in the city attorney's office to address the demands of the city's specialized Mental Health Court
- Increased staffing in Engineering to support Enterprise funded infrastructure projects
- Funding of a pilot program in the Convention and Visitor's Bureau (CVB) to increase hotel/motel occupancy
- Increased funding to replace aging residential recycling containers
- Funding for strategic initiatives including a LEAN academy and stakeholder survey tools
- Funding to assess the condition and management of the city's property holdings

Exhibit A, which is attached to the resolution, contains additional information regarding the budget including the schedules required to be adopted in accordance with state statutes. Line 1 of Schedule B on the required state schedules has been corrected for this Final Budget adoption. Line 1 of Schedule B had an error as it was presented at the Tentative Budget adoption, however the error did not impact any calculations; the number presented on that line is for information only.

Previous Related Council Action

City Council adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 23, 2017 voting meeting. At that time, Council also gave notice of the date for the June 13, 2017 Public Hearing on:

- The FY17-18 Final Budget,
- The FY17-18 Property Tax Levy, and
- The June 27, 2017 date the adoption of the FY17-18 Property Tax Levy.

On May 2, 2017, the final FY17-18 Budget Workshop included follow up presentations on the city's FY 2018-2027 Capital Improvement Plan and Department Operating budgets.

On April 28, 2017, the second of two all-day budget workshops included presentation on several city department operating budgets for the FY17-18 Budget.

On April 24, 2017, the first of two all-day budget workshops included presentation on several city department operating budgets for the FY17-18 Budget.

On April 4, 2017, the FY17-18 Budget Workshop included follow-up presentations on the City's Draft FY2018-2027 Capital Improvement Plan.

On March 21, 2017, the FY17-18 Budget Workshop included presentation of the Draft FY2018-2027 Capital Improvement Plan.

On March 7, 2017, the FY17-18 Budget Overview including; revenues and other future discussion items were presented to the City Council at the second in a series of budget workshops.

February 7, 2017, the FY17-18 Budget Overview including; calendar, process, legal requirements, major budget components and future discussion items was presented to the City Council at the first in a series of budget workshops.

On December 20, 2016, the General Fund and Major Operating Funds Five-Year Financial Forecast was presented at Council Workshop and initiated the FY17-18 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 where ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on services provided and Council priorities.

Budget and Financial Impacts

The FY17-18 Final Budget request totals \$672 million.

RESOLUTION NO. R17-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2017-2018, SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION AND ADOPTING THE CITY COUNCIL'S FINANCIAL POLICIES.

WHEREAS, pursuant to the provisions of the laws of the United States, the State of Arizona and the charter and ordinances of the City of Glendale, the Glendale City Council must adopt a final budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018; and

WHEREAS, the tentative budget has been advertised in the City's newspaper of record; and

WHEREAS, the tentative budget was approved by the Glendale City Council on May 23, 2017, by Resolution No. R17-38; and

WHEREAS, it appears that the sums to be raised by taxation, as specified in the tentative budget, do not in the aggregate exceed that amount for primary property taxes as computed in A.R.S. § 42-17051(A); and

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 final budget for the City of Glendale for the fiscal year 2017-2018.

SECTION 2. That the Council will set the property tax levy on June 27, 2017.

SECTION 3. 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 4. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, or the Glendale City Charter and ordinances.

SECTION 5. That all sums contained in the final budget estimated expenditures are considered as specific appropriation and authority for the expenditures, as provided in the final budget, the laws of the United States Government, the State of Arizona, and the charter and ordinances of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

Exhibit A
Final Budget
June 13, 2017

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 FY17-18 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 FY17-18 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 \$672 million for FY17-18 with an operating budget of \$399 million, a capital improvement budget of \$151.5 million, a debt service budget of \$77 million, and a contingency appropriation of \$44.4 million. Schedule One also shows a total revenue budget of \$536.8 million and a total transfers budget of \$129 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 2018-2027 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 2017-18 (FY17-18) 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 FY17-18 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 FY17-18, debt service is 12.1% 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;
 - a. The target for Working Capital will be 50% of operating expenses.
 - b. The Senior Lien Debt Service Coverage Ratio target will be 1.85.
 - c. The target for Days Cash on Hand will be 250 days.
3. For the Solid Waste Enterprise Fund, working capital will be maintained at 10% of operating revenues.
5. For the Landfill Enterprise Fund, working capital will be maintained at 15% of operating revenues.
6. 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
7. 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. 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.
8. 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

City of Glendale
Schedule 1 - 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	41,265,832	214,420,313	26,403,268	(37,453,587)	(200,643,560)	-	-	(2,000,000)	(202,643,560)	41,992,266
1120 Vehicle Replacement	183,251	270,000	3,608,735	-	(3,608,735)	-	-	-	(3,608,735)	453,251
Sub-Total General Fund	41,449,083	214,690,313	30,012,003	(37,453,587)	(204,252,295)	-	-	(2,000,000)	(206,252,295)	42,445,517
Special Revenue Funds										
1200 Utility Bill Donation	52,610	165,400	-	-	(200,000)	-	-	-	(200,000)	18,010
1220 Arts Commission Fund	1,143,800	304,800	-	-	(247,911)	(883,849)	-	-	(1,131,760)	316,840
1240 Court Security/Bonds	465,821	447,890	-	-	(608,814)	-	-	-	(608,814)	304,897
1300 Home Grant	101,450	1,708,454	-	-	(1,678,454)	-	-	-	(1,678,454)	131,450
1310 Neighborhood Stabilization Pgm	111,253	298,816	-	-	(227,368)	-	-	-	(227,368)	182,701
1311 N'hood Stabilization Pgm III	90,559	227,300	-	-	(227,300)	-	-	-	(227,300)	90,559
1320 C.D.B.G.	-	4,215,127	-	-	(4,215,127)	-	-	-	(4,215,127)	-
1340 Highway User Gas Tax	18,901,221	15,616,779	-	(17,534,795)	(10,597,408)	-	-	(720,000)	(11,317,408)	5,665,797
1650 Transportation Grants	-	1,218,055	-	-	(1,000,000)	(218,055)	-	-	(1,218,055)	-
1660 Transportation Sales Tax	30,470,792	26,194,311	-	(23,672,484)	(13,922,695)	-	-	(2,100,000)	(16,022,695)	16,969,924
1700 Police Special Revenue	6,259,623	16,649,485	-	(17,919,485)	-	-	-	-	-	4,989,623
1720 Fire Special Revenue	960,070	8,383,783	-	(8,483,783)	-	-	-	-	-	860,070
1760 Airport Special Revenue	-	545,779	147,047	-	(692,826)	-	-	-	(692,826)	-
1820 CAP Grant	-	1,259,620	64,299	-	(1,323,919)	-	-	-	(1,323,919)	-
1830 Emergency Shelter Grants	-	208,992	-	-	(208,992)	-	-	-	(208,992)	-
1840 Grants	2,060,399	16,338,650	-	-	(7,528,537)	(15,000)	-	(10,855,512)	(18,399,049)	-
1860 RICO Funds	2,267,105	1,015,000	-	-	(2,258,922)	-	-	-	(2,258,922)	1,023,183
1885 Parks & Recreation Designated	196,027	6,480	-	-	(68,877)	-	-	-	(68,877)	133,630
2120 Airport Capital Grants	-	6,821,236	-	-	-	(6,821,236)	-	-	(6,821,236)	-
2530 Training Facility Revenue Fund	130,300	393,736	1,455,926	-	(1,849,662)	-	-	-	(1,849,662)	130,300
Sub-Total Special Revenue Fund	63,211,030	102,019,693	1,667,272	(67,610,547)	(46,856,812)	(7,938,140)	-	(13,675,512)	(68,470,464)	30,816,984
Debt Service Funds										
1900 G.O. Bond Debt Service	3,040,001	20,377,342	-	-	-	-	(20,203,317)	-	(20,203,317)	3,214,026
1940 M.P.C. Debt Service	2,623,542	-	18,180,235	-	-	-	(18,980,235)	-	(18,980,235)	1,823,542
1950 Excise Tax Deb Service	22,648	-	8,040,521	-	-	-	(8,040,521)	-	(8,040,521)	22,648
1970 Transportation Debt Service	194,315	-	7,146,500	-	-	-	(7,151,500)	-	(7,151,500)	189,315
Sub-Total Debt Service Funds	5,880,506	20,377,342	33,367,256	-	-	-	(54,375,573)	-	(54,375,573)	5,249,531
Permanent Funds										
2280 Cemetery Perpetual Care	5,709,583	26,000	-	-	-	-	-	(5,735,583)	(5,735,583)	-
Sub-Total Permanent Funds	5,709,583	26,000	-	-	-	-	-	(5,735,583)	(5,735,583)	-

City of Glendale
Schedule 1 - Fund Balance Analysis

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance
Capital Project Funds										
1380 DIF Library Blds	1,775,843	10,000	-	-	-	(1,755,029)	-	(30,814)	(1,785,843)	-
1421+ DIF-Fire Protection Facilities	1,527,536	254,762	-	-	-	-	-	(1,782,298)	(1,782,298)	-
1441+ DIF-Police Facilities	661,997	94,294	-	-	-	-	-	(756,291)	(756,291)	-
1461+ DIF-Citywide Parks	437,725	1,679	-	-	-	(332,453)	-	(106,951)	(439,404)	-
1481+ DIF-Citywide Recreation Fac	795,808	1,192	-	-	-	(797,000)	-	-	(797,000)	-
1501+ DIF-Libraries	2,112,171	13,172	-	-	-	(1,764,424)	-	(360,919)	(2,125,343)	-
1520 DIF-Citywide Open Spaces	509,016	2,546	-	-	-	(318,100)	-	(193,462)	(511,562)	-
1541+ DIF-Parks Dev Zone 1	445,013	171,448	-	-	-	(552,278)	-	(64,183)	(616,461)	-
1561+ DIF-Parks Dev Zone 2	457,670	1,265	-	-	-	(165,438)	-	(293,497)	(458,935)	-
1581+ DIF-Parks Dev Zone 3	-	429	-	-	-	-	-	(429)	(429)	-
1601+ DIF-Roadway Improvements	5,140,163	820,140	-	-	-	(3,115,478)	-	(2,844,825)	(5,960,303)	-
1620 DIF-General Government	163,370	818	-	-	-	-	-	(164,188)	(164,188)	-
1980 Streets Constr. - 1999 Auth	847,264	11,625,450	-	-	-	(12,472,714)	-	-	(12,472,714)	-
2000 HURF Street Bonds	-	-	17,534,795	-	-	(17,534,795)	-	-	(17,534,795)	-
2040 Public Safety Construction	357,506	2,351,250	-	-	-	(2,351,250)	-	(357,506)	(2,708,756)	-
2060 Parks Construction	121,728	-	-	-	-	(50,000)	-	(71,728)	(121,728)	-
2070 General Gov Capital Projects	7,888,273	-	3,097,148	-	-	(10,835,421)	-	(150,000)	(10,985,421)	-
2100 Economic Dev. Constr-1999 Auth	-	7,000,000	-	-	-	(7,000,000)	-	-	(7,000,000)	-
2130 Cultural Facility Bond Fund	262,088	-	-	-	-	(200,000)	-	(62,088)	(262,088)	-
2140 Open Space/Trails Constr-99 Au	226,795	-	-	-	-	(50,000)	-	(176,795)	(226,795)	-
2180 Flood Control Construction	2,128,956	-	-	-	-	(2,128,956)	-	-	(2,128,956)	-
2210 Transportation Capital Project	-	-	16,231,020	-	-	(16,231,020)	-	-	(16,231,020)	-
Sub-Total Capital Fund	25,858,922	22,348,445	36,862,963	-	-	(77,654,356)	-	(7,415,974)	(85,070,330)	-
Enterprise Funds										
2360+ Water and Sewer	99,307,087	83,355,399	23,060,046	(23,820,047)	(53,312,517)	(55,455,662)	(22,660,233)	(12,000,000)	(143,428,412)	38,474,073
2440 Landfill	9,049,671	10,383,545	674,772	(214,915)	(10,153,828)	(7,087,454)	-	(700,000)	(17,941,282)	1,951,791
2480 Solid Waste	1,910,475	15,339,883	128,528	-	(14,238,231)	(589,581)	-	(400,000)	(15,227,812)	2,151,074
2500 Pub Housing Budget Activities	-	15,519,078	386,563	-	(15,905,641)	-	-	-	(15,905,641)	-
Sub-Total Enterprise Funds	110,267,233	124,597,905	24,249,909	(24,034,962)	(93,610,217)	(63,132,697)	(22,660,233)	(13,100,000)	(192,503,147)	42,576,938
Internal Service Funds										
2540 Risk Management Self Insurance	1,963,275	4,001,466	-	-	(2,967,948)	-	-	(1,000,000)	(3,967,948)	1,996,793
2560 Workers Comp. Self Insurance	7,654,274	1,355,278	-	-	(2,279,542)	-	-	(1,000,000)	(3,279,542)	5,730,010
2580 Benefits Trust Fund	-	28,963,184	-	-	(28,963,184)	-	-	-	(28,963,184)	-
2590 Fleet Services	-	9,239,326	-	-	(9,239,326)	-	-	-	(9,239,326)	-
2591 Technology	-	8,752,070	-	-	(8,323,272)	-	-	(428,798)	(8,752,070)	-
2592 Technology Projects	2,050,448	477,869	-	-	(2,528,317)	-	-	-	(2,528,317)	-
2593 Citywide ERP Solution	-	-	2,939,693	-	-	(2,862,221)	-	-	(2,862,221)	77,472
Sub-Total Internal Service Funds	11,667,997	52,789,193	2,939,693	-	(54,301,589)	(2,862,221)	-	(2,428,798)	(59,592,608)	7,804,275
TOTAL	264,044,354	536,848,891	129,099,096	(129,099,096)	(399,020,913)	(151,587,414)	(77,035,806)	(44,355,867)	(672,000,000)	128,893,245

Section 3

Auditor General Schedules (A thru G)

City of Glendale
Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2018

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	
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	206,386,199	76,873,059	54,667,611	76,828,057	5,709,583	217,691,791	54,843,700	693,000,000
2017	Actual Expenditures/Expenses**	E	203,504,668	45,790,293	54,667,611	36,888,612	0	147,270,095	53,358,957	541,480,236
2018	Fund Balance/Net Position at July 1***		41,449,083	63,211,030	5,880,506	25,858,922	5,709,583	110,267,233	11,667,997	264,044,354
2018	Primary Property Tax Levy	B	5,684,486							5,684,486
2018	Secondary Property Tax Levy	B			19,807,342					19,807,342
2018	Estimated Revenues Other than Property Taxes	C	209,005,827	102,019,693	570,000	22,348,445	26,000	124,597,905	52,789,193	511,357,063
2018	Other Financing Sources	D	0	0	0	0	0	0	0	0
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	30,012,003	1,667,272	33,367,256	36,862,963	0	24,249,909	2,939,693	129,099,096
2018	Interfund Transfers (Out)	D	37,453,587	67,610,547	0	0	0	24,034,962	0	129,099,096
2018	Reduction for Amounts Not Available:									
	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		248,697,812	99,287,448	59,625,104	85,070,330	5,735,583	235,080,085	67,396,883	800,893,245
2018	Budgeted Expenditures/Expenses	E	206,252,295	68,470,464	54,375,573	85,070,330	5,735,583	192,503,147	59,592,608	672,000,000

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

	2017	2018
1. Budgeted expenditures/expenses	\$ 693,000,000	\$ 672,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	693,000,000	672,000,000
4. Less: estimated exclusions	220,089,427	249,924,142
5. Amount subject to the expenditure limitation	\$ 472,910,573	\$ 422,075,858
6. EEC expenditure limitation	\$ 554,464,628	\$ 568,852,831

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* 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 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>5,732,896</u>	\$ <u>5,912,749</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>5,621,452</u>	\$ <u>5,684,486</u>
B. Secondary property taxes	<u>19,587,858</u>	<u>19,807,342</u>
C. Total property tax levy amounts	\$ <u>25,209,310</u>	\$ <u>25,491,828</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>5,565,237</u>	
(2) Prior years' levies	<u>16,002</u>	
(3) Total primary property taxes	\$ <u>5,581,239</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>19,391,979</u>	
(2) Prior years' levies	<u>48,733</u>	
(3) Total secondary property taxes	\$ <u>19,440,712</u>	
C. Total property taxes collected	\$ <u>25,021,952</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4792</u>	<u>0.4632</u>
(2) Secondary property tax rate	<u>1.6698</u>	<u>1.6140</u>
(3) Total city/town tax rate	<u>2.1490</u>	<u>2.0772</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 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 103,449,149	\$ 103,449,149	\$ 106,417,818
Arena Fees	1,249,618	1,249,618	1,249,618
Licenses and permits			
Gas/Electric Franchise Fees	2,856,280	2,856,280	\$ 2,884,843
Cable Franchise Fees	1,572,061	1,572,061	1,572,061
Building Permits	1,343,924	1,343,924	1,412,355
Fire Department Other Fees	1,012,525	1,012,525	1,119,022
Sales Tax Licenses	676,878	676,878	771,708
Right-of-Way Permits	336,627	336,627	362,824
Fire Dept CD Fees	361,258	361,258	464,772
Liquor Licenses	185,806	185,806	188,965
Planning/Zoning	239,300	239,300	264,470
Bus./Prof. Licenses	112,653	112,653	114,568
Miscellaneous CD Fees	145,310	145,310	160,594
Arena Fees	182,828	182,828	202,058
Engineering Plan Check Revenue	9,153	9,153	10,116
Plan Check Fees	4,137	4,137	4,572
Intergovernmental			
State Income Tax	\$ 29,376,937	\$ 29,376,937	\$ 30,138,618
State Shared Sales Tax	22,601,416	22,601,416	22,823,614
Motor Vehicle In-Lieu	9,329,684	9,329,684	10,180,951
Partner Revenue			
Arena Fees	350,000	350,000	350,000
Miscellaneous			
Charges for services			
Internal Charges	\$	\$	\$
Staff & Adm Chargebacks	9,700,000	9,700,000	10,000,000
Arena Fees	920,000	920,000	920,000
Facility Rental Income	1,986,963	1,986,963	2,018,728
Recreation Revenue	2,213,516	2,213,516	2,446,331
Partner Revenue			
Audio/Video Rental	25,503	25,503	28,185
Security Revenue	747,940	747,940	
Plan Check Fees	724,002	724,002	740,517
Miscellaneous	490,845	490,845	490,845
Fire Department Other Fees	493,047	493,047	493,047
Right-of-Way Permits	254,250	254,250	280,992
City Property Rental	332,822	332,822	332,822
Engineering Plan Check Revenue	132,404	132,404	149,797
Health Care Revenue	62,480	62,480	69,051
Court Revenue	56,952	56,952	62,942
Camelback Ranch Rev- Fire	54,065	54,065	59,752
Traffic Engineering Plan Check	31,181	31,181	35,046
Equipment Rental			

*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 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
Fines and forfeits			
Court Revenue	2,753,610	2,753,610	\$ 2,784,540
Miscellaneous	255,278	255,278	282,128
Library Fines/Fees	134,085	134,085	148,188
Interest on investments			
Interest	420,041	426,431	\$ 468,507
In-lieu property taxes			
Contributions			
SRP In-Lieu	278,315	278,315	\$ 278,315
Miscellaneous			
Miscellaneous	4,436,721	4,789,795	\$ 4,001,231
Fire Department Other Fees	1,004,577	1,004,577	233,000
City Property Rental	1,003,354	1,003,354	1,003,354
Lease Proceeds	508,040	508,040	561,476
Cemetery Revenue	188,145	188,145	191,343
Library Fines/Fees	135,917	135,917	150,213
Other			
Total General Fund	\$ 204,821,527	\$ 205,180,991	\$ 209,005,827
SPECIAL REVENUE FUNDS			
Public Facilities and Events Funds			
Recreation Revenue	\$ 9,000	\$ 9,000	\$ 6,000
Interest	300	300	480
	\$ 9,300	\$ 9,300	\$ 6,480
Community Services Grants			
Grants	\$ 7,074,355	\$ 7,105,531	\$ 7,737,071
Miscellaneous	210,005	247,117	181,238
	\$ 7,284,360	\$ 7,352,648	\$ 7,918,309
Other Grants			
Grants	\$ 14,821,313	\$ 14,754,005	\$ 15,712,529
Miscellaneous	669,087	626,713	626,121
	\$ 15,490,400	\$ 15,380,718	\$ 16,338,650
Public Safety Funds			
City Sales Tax	\$ 14,249,636	\$ 14,249,636	\$ 14,748,373
City Sales Tax - PS .4	9,937,096	9,937,096	10,284,895
State Forfeitures	1,000,000	1,000,000	1,000,000
Federal Forfeitures	15,000	15,000	15,000
	\$ 25,201,732	\$ 25,201,732	\$ 26,048,268

*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 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
Transportation/HURF Funds			
City Sales Tax	\$ 25,053,441	\$ 25,053,441	\$ 25,930,311
Grants	6,116,338	6,760,018	7,821,236
Highway User Revenues	14,288,974	14,288,974	15,608,779
Miscellaneous	15,867,586	3,559,017	289,974
Airport Fees	481,860	481,860	481,860
Transit Revenue	124,000	124,000	124,000
Interest	140,000	140,000	140,000
	<u>\$ 62,072,199</u>	<u>\$ 50,407,310</u>	<u>\$ 50,396,160</u>
Charges for services			
Partner Revenue	\$ 1,644,474	\$ 1,644,474	\$ 393,736
	<u>\$ 1,644,474</u>	<u>\$ 1,644,474</u>	<u>\$ 393,736</u>
Fines and forfeits			
Court Revenue	\$ 413,700	\$ 416,700	\$ 607,437
Interest	1,190		
	<u>\$ 414,890</u>	<u>\$ 416,700</u>	<u>\$ 607,437</u>
Miscellaneous			
Miscellaneous	\$ 437,573	\$ 212,050	\$ 310,653
	<u>\$ 437,573</u>	<u>\$ 212,050</u>	<u>\$ 310,653</u>
Total Special Revenue Funds	<u>\$ 112,554,928</u>	<u>\$ 100,624,932</u>	<u>\$ 102,019,693</u>
DEBT SERVICE FUNDS			
Miscellaneous	\$ 570,000	\$ 570,000	\$ 570,000
	<u>\$ 570,000</u>	<u>\$ 570,000</u>	<u>\$ 570,000</u>
Total Debt Service Funds	<u>\$ 570,000</u>	<u>\$ 570,000</u>	<u>\$ 570,000</u>
CAPITAL PROJECTS FUNDS			
Development Impact Fee Funds			
Development Impact Fees	\$ 1,681,000	\$ 2,130,480	\$ 1,303,941
Interest	88,146	94,679	67,804
	<u>\$ 1,769,146</u>	<u>\$ 2,225,159</u>	<u>\$ 1,371,745</u>
G.O. Bond Funds			
Miscellaneous	104,151		
Bond Proceeds	10,545,000		20,976,700
	<u>\$ 10,649,151</u>	<u>\$</u>	<u>\$ 20,976,700</u>
Total Capital Projects Funds	<u>\$ 12,418,297</u>	<u>\$ 2,225,159</u>	<u>\$ 22,348,445</u>
PERMANENT FUNDS			
Cemetery Perpetual Care			
Interest	\$ 26,000	\$ 27,000	\$ 26,000
	<u>\$ 26,000</u>	<u>\$ 27,000</u>	<u>\$ 26,000</u>
Total Permanent Funds	<u>\$ 26,000</u>	<u>\$ 27,000</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 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
ENTERPRISE FUNDS			
Water/Sewer Funds			
Water Revenues	\$ 45,484,000	\$ 45,484,000	\$ 44,661,750
Sewer Revenue	31,830,000	31,830,000	31,518,875
Miscellaneous	11,479,000	11,479,000	4,948,274
Water Development Impact Fees	1,120,000	1,120,000	1,120,000
Sewer Development Impact Fees	700,000	700,000	700,000
Interest	253,500	253,500	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
	<u>\$ 91,019,500</u>	<u>\$ 91,019,500</u>	<u>\$ 83,355,399</u>
Landfill			
Tipping Fees	\$ 5,371,644	\$ 5,371,644	\$ 5,272,815
Recycling Sales	1,565,500	1,565,500	1,581,155
Internal Charges	2,550,000	2,550,000	2,728,500
Staff & Adm Chargebacks	431,000	431,000	431,000
Miscellaneous	215,000	215,000	215,000
Other	109,625	109,625	109,625
Interest	45,450	45,450	45,450
	<u>\$ 10,288,219</u>	<u>\$ 10,288,219</u>	<u>\$ 10,383,545</u>
Solid Waste			
Residential Sanitation	\$ 10,683,150	\$ 10,683,150	\$ 11,380,760
Commercial Sanitation Frontload	2,817,000	2,817,000	2,831,085
Commercial Sanitation Rolloff	800,000	800,000	804,000
Miscellaneous	101,000	101,000	101,000
Internal Charges	115,000	115,000	115,000
Miscellaneous Bin Service	100,500	100,500	101,003
Interest	7,000	7,000	7,035
	<u>\$ 14,623,650</u>	<u>\$ 14,623,650</u>	<u>\$ 15,339,883</u>
Pub Housing Budget Activities			
Grants	\$ 15,959,127	\$ 15,959,127	\$ 15,519,078
	<u>\$ 15,959,127</u>	<u>\$ 15,959,127</u>	<u>\$ 15,519,078</u>
Total Enterprise Funds	<u>\$ 131,890,496</u>	<u>\$ 131,890,496</u>	<u>\$ 124,597,905</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 2018**

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
INTERNAL SERVICE FUNDS			
Risk Management Self Insurance			
Internal Charges	\$ 3,058,001	\$ 3,058,001	\$ 3,851,466
Security Revenue	30,000	30,000	30,000
Interest	20,000	20,000	20,000
Miscellaneous	100,000	100,000	100,000
	<u>\$ 3,208,001</u>	<u>\$ 3,208,001</u>	<u>\$ 4,001,466</u>
Workers Comp. Self Insurance			
Internal Charges	\$ 2,300,014	\$ 2,300,014	\$ 1,299,278
Security Revenue	30,000	30,000	30,000
Interest	26,000	26,000	26,000
	<u>\$ 2,356,014</u>	<u>\$ 2,356,014</u>	<u>\$ 1,355,278</u>
Benefits Trust Fund			
City Contributions	\$ 15,946,287	\$ 15,946,287	\$ 18,083,924
Employee Contributions	5,946,545	5,946,545	5,946,472
Retiree Contributions	4,825,836	4,825,836	4,825,836
Miscellaneous	104,552	104,552	104,552
Right-of-Way Permits	1,620	1,620	1,620
Interest	780	780	780
	<u>\$ 26,825,620</u>	<u>\$ 26,825,620</u>	<u>\$ 28,963,184</u>
Fleet Services			
Internal Charges	\$ 9,177,762	\$ 9,177,762	\$ 9,239,326
	<u>\$ 9,177,762</u>	<u>\$ 9,177,762</u>	<u>\$ 9,239,326</u>
Technology			
Internal Charges	\$ 7,219,923	\$ 7,219,923	\$ 8,752,070
	<u>\$ 7,219,923</u>	<u>\$ 7,219,923</u>	<u>\$ 8,752,070</u>
Technology Projects			
Internal Charges	1,427,225	1,427,225	\$ 477,869
	<u>\$ 1,427,225</u>	<u>\$ 1,427,225</u>	<u>\$ 477,869</u>
Total Internal Service Funds	<u>\$ 50,214,545</u>	<u>\$ 50,214,545</u>	<u>\$ 52,789,193</u>
TOTAL ALL FUNDS	<u>\$ 512,495,793</u>	<u>\$ 490,733,123</u>	<u>\$ 511,357,063</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 2018

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
1000 - General	\$	\$	\$ 26,403,268	\$ 37,453,587
1120 - Vehicle Replacement			3,608,735	
Total General Fund	\$	\$	\$ 30,012,003	\$ 37,453,587
SPECIAL REVENUE FUNDS				
1340 - Highway User Revenue Fund	\$	\$		\$ 17,534,795
1660 - Transportation Sales Tax Fund				23,672,484
1700 - Police Special Revenue Fund				17,919,485
1720 - Fire Special Revenue Fund				8,483,783
1760 - Airport Special Revenue Fund			147,047	
1820 - CAP Grant			64,299	
2530 - Training Facility Revenue Fund			1,455,926	
Total Special Revenue Funds	\$	\$	\$ 1,667,272	\$ 67,610,547
DEBT SERVICE FUNDS				
1900 - G.O. Bonds Debt Service	\$	\$		
1940 - M.P.C. Debt Service			18,180,235	
1950 - Excise Tax Debt Service			8,040,521	
1970 - Transportation Debt Service			7,146,500	
Total Debt Service Funds	\$	\$	\$ 33,367,256	
CAPITAL PROJECTS FUNDS				
2000 - HURF Street Capital Projects	\$	\$	\$ 17,534,795	
2070 - General Government Capital Projects			3,097,148	
2210 - Transportation Capital Projects			16,231,020	
Total Capital Projects Funds	\$	\$	\$ 36,862,963	
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
2360+ - Water/Sewer	\$	\$	\$ 23,060,046	\$ 23,820,047
2440 - Landfill			674,772	214,915
2480 - Solid Waste			128,528	
2500 - Public Housing			386,563	
Total Enterprise Funds	\$	\$	\$ 24,249,909	\$ 24,034,962
INTERNAL SERVICE FUNDS				
2593 - Citywide ERP Solution	\$	\$	\$ 2,939,693	
Total Internal Service Funds	\$	\$	\$ 2,939,693	
TOTAL ALL FUNDS	\$	\$	\$ 129,099,096	\$ 129,099,096

**City of Glendale
Expenditures/Expenses by Fund
Fiscal Year 2018**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Budget and Finance	\$ 4,267,604	\$	\$ 4,267,604	\$ 4,859,390
City Attorney	3,263,392		3,263,392	3,392,597
City Auditor	375,679		375,679	386,430
City Clerk	841,880		841,880	730,752
City Court	4,446,913		4,446,913	4,712,532
City Manager	974,440		974,440	895,059
Community Services	6,066,010		6,060,249	5,564,336
Council Districts&Of	968,453		968,453	1,094,931
Development Services	4,985,651		4,981,651	5,388,471
Economic Development	999,682		999,682	1,125,563
Fire Services	42,560,721		41,531,890	43,413,023
HR & Risk Mgt	1,829,625		1,829,625	1,873,624
Mayor's Office	368,222		368,222	423,101
Non-Departmental	17,876,424	3,000,000	20,794,667	15,085,275
Police Services	84,738,048		84,738,048	88,114,762
Public Affairs	2,213,033		2,213,033	2,250,448
Public Facilities & Events	11,780,970		11,919,255	12,918,234
Public Works	12,829,452	758,454	12,929,985	12,023,767
Contingency	5,000,000	(3,758,454)		2,000,000
Total General Fund	\$ 206,386,199	\$	\$ 203,504,668	\$ 206,252,295
SPECIAL REVENUE FUNDS				
City Court	\$ 616,775	\$	\$ 569,286	\$ 608,814
Community Services	8,542,907	23,950	7,633,008	9,537,920
Fire Services	5,189,096		4,217,927	6,052,425
Misc. Grants	3,940,011	(32,043)	397,229	6,705,512
Non-Departmental	200,000		200,000	200,000
Police Services	8,679,670		6,515,075	8,513,058
Public Facilities & Events	237,895		87,895	258,877
Public Works	46,632,222	22,576	26,169,873	33,773,858
Contingency	2,820,000			2,820,000
Total Special Revenue Funds	\$ 76,858,576	\$ 14,483	\$ 45,790,293	\$ 68,470,464
DEBT SERVICE FUNDS				
General Obligation	\$ 21,311,988	\$	\$ 21,311,988	\$ 20,203,317
Excise Tax Bonds	6,925,521		6,925,521	8,040,521
Highway User (HURF)				
Municipal Property Corp	19,281,102		19,281,102	18,980,235
Transportation Obligation	7,149,000		7,149,000	7,151,500
Total Debt Service Funds	\$ 54,667,611	\$	\$ 54,667,611	\$ 54,375,573

**City of Glendale
Expenditures/Expenses by Fund
Fiscal Year 2018**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Community Services	\$ 638,614	\$	\$ 230,739	\$ 3,719,453
Economic Development	16,637,500		2,147	7,000,000
General Government	9,880,501		485,965	9,245,940
Police Services	2,351,250		1,148,565	2,351,250
Public Facilities & Events	1,535,460		1,088,646	1,947,169
Public Works	38,859,173	218,467	33,932,550	53,390,544
Contingency	6,707,092			7,415,974
Total Capital Projects Funds	\$ 76,609,590	\$ 218,467	\$ 36,888,612	\$ 85,070,330
PERMANENT FUNDS				
Contingency	\$ 5,709,583	\$	\$	\$ 5,735,583
Total Permanent Funds	\$ 5,709,583	\$	\$	\$ 5,735,583
ENTERPRISE FUNDS				
Development Services	\$ 170,642	\$	\$ 170,642	\$ 175,051
Budget and Finance	3,223,804		3,223,804	3,079,149
Community Services	16,047,175		16,047,175	15,905,641
Public Works	35,203,126		23,793,730	32,069,094
Water Services	140,396,061		83,883,761	105,513,979
Water Services Debt	20,150,983		20,150,983	22,660,233
Contingency	2,500,000			13,100,000
Total Enterprise Funds	\$ 217,691,791	\$	\$ 147,270,095	\$ 192,503,147
INTERNAL SERVICE FUNDS				
HR & Risk Mgt	\$ 31,982,104	\$	\$ 31,982,104	\$ 34,210,674
Innovation & Technology	12,530,935	(232,950)	12,297,985	11,280,387
Public Works	9,163,611		9,078,868	9,239,326
City Wide ERP Solution				2,862,221
Contingency	1,400,000			2,000,000
Total Internal Service Funds	\$ 55,076,650	\$ (232,950)	\$ 53,358,957	\$ 59,592,608
TOTAL ALL FUNDS	\$ 693,000,000	\$	\$ 541,480,236	\$ 672,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
City Attorney				
1000 - General	\$ 3,263,392	\$ -	\$ 3,263,392	\$ 3,392,597
City Attorney Total	\$ 3,263,392	\$ -	\$ 3,263,392	\$ 3,392,597
City Auditor				
1000 - General	\$ 375,679	\$ -	\$ 375,679	\$ 386,430
City Auditor Total	\$ 375,679	\$ -	\$ 375,679	\$ 386,430
City Clerk				
1000 - General	\$ 841,880	\$ -	\$ 841,880	\$ 730,752
City Clerk Total	\$ 841,880	\$ -	\$ 841,880	\$ 730,752
City Court				
1000 - General	\$ 4,446,913	\$ -	\$ 4,446,913	\$ 4,712,532
1240 - Court Security/Bonds	616,775	-	569,286	608,814
City Court Total	\$ 5,063,688	\$ -	\$ 5,016,199	\$ 5,321,346
City Manager				
1000 - General	\$ 974,440	\$ -	\$ 974,440	\$ 895,059
City Manager Total	\$ 974,440	\$ -	\$ 974,440	\$ 895,059
Community Services				
1000 - General	\$ 6,066,010	\$ -	\$ 6,060,249	\$ 5,564,336
1220 - Arts Commission Fund	919,248	-	235,399	1,131,760
1300 - Home Grant	1,674,704	-	1,674,704	1,678,454
1310 - Neighborhood Stabilization Pgm	229,443	-	229,443	227,368
1311 - Neighborhd Stabilization Pgm3	227,300	-	227,300	227,300
1320 - C.D.B.G.	3,683,422	-	3,683,422	4,215,127
1380 - DIF-Library Blds pre SB1525	-	-	-	1,755,029
1500 - DIF-Libraries pre SB1525	638,614	81,476	230,739	1,764,424
1820 - CAP Grant	1,324,798	-	1,324,798	1,323,919
1830 - Emergency Shelter Grants	208,992	-	208,992	208,992
1840 - Other Federal and State Grants	275,000	23,950	48,950	525,000
2500 - Pub Housing Budget Activities	16,047,175	-	16,047,175	15,905,641
Community Services Total	\$ 31,294,706	\$ 105,426	\$ 29,971,171	\$ 34,527,350
Contingency				
1000 - General	\$ 5,000,000	\$ (3,758,454)	\$ -	\$ 2,000,000
1340 - Highway User Gas Tax	720,000	-	-	720,000
1380 - DIF-Library Blds pre SB1525	1,773,714	-	-	30,814
1420 - DIF-Fire Protec Fac pre SB1525	224,935	-	-	1,782,298
1440 - DIF-Police Faciliti pre SB1525	90,107	-	-	756,291
1460 - DIF-Citywide Parks pre SB1525	107,739	-	-	106,951
1500 - DIF-Libraries pre SB1525	1,746,169	(81,476)	-	360,919
1520 - DIF-Citywide Open Spaces	189,964	-	-	193,462
1540 - DIF-Parks Dev Zone1 pre SB1525	329,686	-	-	64,183
1560 - DIF-Parks Dev Zone2 pre SB1525	167,329	-	-	293,497
1580 - DIF-Parks Dev Zone3 pre SB1525	44,644	-	-	429
1600 - DIF-Roadway Improve pre SB1525	1,117,325	(847,297)	-	2,844,825
1620 - DIF-General Government	163,234	-	-	164,188
1660 - Transportation Sales Tax	2,100,000	(218,467)	-	2,100,000
2040 - Public Safety Construction	357,506	-	-	357,506
2060 - Parks Construction	92,487	-	-	71,728
2070 - General Gov Capital Projects	-	-	-	150,000

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
2130 - Cultural Facility Bond Fund			-	62,088
2140 - Open Space/Trails Constr-99 Au	226,795		-	176,795
2180 - Flood Control Construction	75,458		-	-
2280 - Cemetery Perpetual Care	5,709,583		-	5,735,583
2360 - Water and Sewer	2,000,000	2,783,284	-	12,000,000
2440 - Landfill	500,000		-	700,000
2480 - Solid Waste	-		-	400,000
2540 - Risk Management Self Insurance	1,400,000		-	1,000,000
2560 - Workers Comp. Self Insurance			-	1,000,000
Contingency Total	\$ 24,136,675	\$ (2,122,410)	\$ -	\$ 33,071,557

* Grant Contingency Allocated to Department

Council Office

1000 - General	\$ 968,453	\$ -	\$ 968,453	\$ 1,094,931
Mayor and Council	\$ 968,453	\$ -	\$ 968,453	\$ 1,094,931

Development Services

1000 - General	\$ 4,985,651	\$ -	\$ 4,981,651	\$ 5,388,471
2400 - Water	\$ 170,642	\$ -	\$ 170,642	\$ 175,051
Development Services Total	\$ 5,156,293	\$ -	\$ 5,152,293	\$ 5,563,522

Economic Development

1000 - General	\$ 999,682	\$ -	\$ 999,682	\$ 1,125,563
1980 - Streets Constr. - 1999 Auth	6,092,500		2,666,475	-
2100 - Economic Dev. Constr-1999 Auth	10,545,000		8,808,266	7,000,000
2070 - General Gov Capital Projects			-	668,646
Economic Development Total	\$ 17,637,182	\$ -	\$ 12,474,423	\$ 8,794,209

Budget and Finance

1000 - General	\$ 4,267,604	\$ -	\$ 4,267,604	\$ 4,859,390
1900 - G.O. Bond Debt Service	20,318,988		20,318,988	20,203,317
1940 - M.P.C. Debt Service	20,630,852		20,630,852	18,980,235
2360 - Water and Sewer	3,223,804		3,223,804	3,079,149
1950 - Excise Tax Debt Service	5,575,771		5,575,771	8,040,521
				-
Budget and Finance Total	\$ 54,017,019	\$ -	\$ 54,017,019	\$ 55,162,612

Fire Services

1000 - General	\$ 42,560,721	\$ -	\$ 41,531,890	\$ 43,413,023
1840 - Other Federal and State Grants	4,302,221		3,331,052	5,105,753
2070 - General Gov Capital Projects	1,749,655		-	1,836,000
2530 - Training Facility Revenue Fund	886,875		886,875	946,672
Fire Services Total	\$ 49,499,472	\$ -	\$ 45,749,817	\$ 51,301,448

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
HR & Risk Mgt				
1000 - General	\$ 1,829,625	\$	\$ 1,829,625	\$ 1,873,624
2540 - Risk Management Self Insurance	2,951,560		2,951,560	2,967,948
2560 - Workers Comp. Self Insurance	2,204,924		2,204,924	2,279,542
2580 - Benefits Trust Fund	26,825,620		26,825,620	28,963,184
HR & Risk Mgt Total	\$ 33,811,729	\$ -	\$ 33,811,729	\$ 36,084,298
Innovation & Technology				
2591 - Technology	\$ 8,383,210	\$	\$ 8,383,210	\$ 8,752,070
2592 - Technology Projects	4,147,725	(232,950)	3,914,775	2,528,317
2593 - Citywide ERP Solution			-	2,862,221
Innovation & Technology Total	\$ 12,530,935	\$ (232,950)	\$ 12,297,985	\$ 14,142,608
Public Affairs				
1000 - General	\$ 2,213,033	\$	\$ 2,213,033	\$ 2,250,448
Public Affairs Total	\$ 2,213,033	\$ -	\$ 2,213,033	\$ 2,250,448
Mayor's Office				
1000 - General	\$ 368,222	\$	\$ 368,222	\$ 423,101
Mayor's Office Total	\$ 368,222	\$ -	\$ 368,222	\$ 423,101
Misc. Grants & Misc Capital Grants				
1840 - Other Federal and State Grants	\$ 4,933,011	\$ 209,000	\$ 397,229	\$ 6,705,512
Misc. Grants & Misc Capital Grants Total	\$ 4,933,011	\$ 209,000	\$ 397,229	\$ 6,705,512
Non-Departmental				
1000 - General	\$ 17,876,424	\$ 3,000,000	\$ 20,794,667	\$ 15,085,275
1200 - Utility Bill Donation	200,000		200,000	200,000
Non-Departmental Total	\$ 18,076,424	\$ 3,000,000	\$ 20,994,667	\$ 15,285,275
Police Services				
1000 - General	\$ 84,738,048	\$	\$ 84,738,048	\$ 88,114,762
1440 - DIF-Police Faciliti pre SB1525	1,148,565		1,148,565	-

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED	EXPENDITURE/	ACTUAL	BUDGETED
	BUDGETED	EXPENSE	EXPENDITURES/	EXPENDITURES/
	EXPENDITURES/	ADJUSTMENTS	EXPENSES*	EXPENSES
	EXPENSES	APPROVED		
	2017	2017	2017	2018
1840 - Other Federal and State Grants	5,805,168		3,682,447	5,872,784
1860 - RICO Funds	2,501,744		2,501,744	2,258,922
2040 - Public Safety Construction	1,202,685		1,202,685	2,351,250
2070 - General Gov Capital Projects			-	1,183,422
2530 - Training Facility Revenue Fund	372,758		372,758	381,352
Police Services Total	\$ 95,768,968	\$ -	\$ 93,646,247	\$ 100,162,492

Public Facilities & Events

1000 - General	\$ 11,780,970	\$ -	\$ 11,919,255	\$ 12,918,234
1460 - DIF-Citywide Parks pre SB1525	-	-	-	226,536
1461 - DIF-Citywide Parks	-	-	-	105,917
1480 - DIF-Citywide RecFac pre SB1525	1,067,000	-	20,000	797,000
1520 - DIF-Citywide Open Spaces	318,460	-	-	318,100
1540 - DIF-Parks Dev Zone1 pre SB1525	-	-	-	124,085
1541 - DIF-Parks Dev Zone 1	-	-	-	52,303
1542 - DIF-Parks & Rec Zone 1 East	-	-	-	317,578
1543 - DIF-Parks & Rec Zone 2 West101	-	-	-	58,312
1560 - DIF-Parks Dev Zone2 pre SB1525	-	-	-	165,438
1840 - Other Federal and State Grants	175,000	-	25,000	190,000
1885 - Parks & Recreation Designated	62,895	-	62,895	68,877
2060 - Parks Construction	50,000	-	-	50,000
2070 - General Gov Capital Projects	400,000	-	-	104,565
2130 - Cultural Facility Bond Fund	100,000	-	-	200,000
2140 - Open Space/Trails Constr-99 Au	-	-	-	50,000
Public Facilities & Events Total	\$ 13,954,325	\$ -	\$ 12,027,150	\$ 15,746,945

Public Works

1000 - General	\$ 8,096,952	\$ 758,454	\$ 8,197,485	\$ 8,415,032
1120 - Vehicle Replacement	4,732,500	-	4,732,500	3,608,735
1340 - Highway User Gas Tax	10,302,762	-	10,199,473	10,597,408
1480 - DIF-Citywide RecFac pre SB1525	5,000	-	-	-
1600 - DIF-Roadway Improve pre SB1525	725,030	126,251	386,419	1,794,439
1601 - DIF-Roadway Improvements	-	721,046	-	600,000
1602 - DIF-Streets Zone 1 East	-	-	-	721,039
1650 - Transportation Grants	16,143,008	-	4,071,764	1,218,055
1660 - Transportation Sales Tax	13,247,233	-	13,008,848	13,922,695
1760 - Airport Special Revenue	680,884	-	680,884	692,826
1970 - Transportation Debt Service	7,149,000	-	7,149,000	7,151,500
1980 - Streets Constr. - 1999 Auth	1,120,440	-	-	12,472,714
2000 - Hurf Street Bonds	21,038,574	-	7,889,701	17,534,795
2070 - General Gov Capital Projects	7,730,846	-	5,176,865	7,042,788
2120 - Airport Capital Projects	5,755,161	-	681,420	6,821,236
2180 - Flood Control Construction	2,213,114	-	2,020,748	2,128,956

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
2210 - Transportation Capital Project	13,757,015	218,467	20,000	16,231,020
2440 - Landfill	18,085,234		11,938,800	17,241,282
2480 - Solid Waste	17,117,892		17,168,275	14,827,812
2530 - Training Facility Revenue Fund	503,174		503,174	521,638
2590 - Fleet Services	9,163,611		9,078,868	9,239,326
Public Works Total	\$ 157,567,430	\$ 1,824,218	\$ 102,904,224	\$ 152,783,296
 Water Services				
2360+ - Water and Sewer	160,547,044	(2,783,284)	104,014,984	\$ 128,174,212
Water Services Total	\$ 160,547,044	\$ (2,783,284)	\$ 104,014,984	\$ 128,174,212
 TOTAL ALL DEPARTMENTS	 \$ 693,000,000	 \$ -	 \$ 541,480,236	 \$ 672,000,000

**City of Glendale
Full-Time Employees and Personnel Compensation
Fiscal Year 2018**

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND						
1000 - General	1,199.00	\$ 99,129,923	\$ 28,907,397	\$ 13,694,166	\$ 8,678,613	\$ 150,410,099
Total General Fund	1,199	\$ 99,129,923	\$ 28,907,397	\$ 13,694,166	\$ 8,678,613	\$ 150,410,099
SPECIAL REVENUE FUNDS						
1220 - Arts Commission Fund	1.00	\$ 91,233	\$ 9,169	\$ 6,651	\$ 1,280	\$ 108,333
1240 - Court Security/Bonds	3.75	307,109	63,570	37,628	10,588	418,895
1300 - Home Grant		32,019				32,019
1310 - Neighborhd Stab. Pgm		25,000				25,000
1311 - Neighborhd Stab. Pgm3		25,000				25,000
1320 - C.D.B.G.	8.75	548,811	58,733	100,663	1,988	710,195
1340 - Highway User Gas Tax	46.00	3,033,534	322,745	506,895	27,127	3,890,301
1660 - Transportation Sales Tax	51.25	3,324,614	354,771	545,612	15,856	4,240,853
1760 - Airport Special Revenue	6.00	377,470	40,409	51,249	1,400	470,528
1820 - CAP Grant	5.50	369,688	39,751	72,719	5,676	487,834
1830 - Emergency Shelter Grants					17,183	17,183
1840 - Grants	19.00	6,368,458	608,571	219,106	137,301	7,333,436
1860 - RICO Funds	1.00	54,253	5,796	15,179		75,228
1885 - Parks & Rec Designated		5,583				5,583
2530 - Trng Fac Revenue Fund	9.00	661,270	184,312	93,974	15,816	955,372
Total Special Revenue Funds	151.25	\$ 15,224,042	\$ 1,687,827	\$ 1,649,676	\$ 234,215	\$ 18,795,760
DEBT SERVICE FUNDS						
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
2360+ - Water and Sewer	235.00	\$ 15,636,823	\$ 1,676,200	\$ 2,574,785	\$ 320,912	\$ 20,208,720
2440 - Landfill	43.00	2,811,619	290,144	443,143	15,838	3,560,744
2480 - Sanitation	70.00	3,881,148	396,978	757,793	10,920	5,046,839
2500 - Pub Housing	21.00	1,368,156	145,246	246,945	23,400	1,783,747
Total Enterprise Funds	369.00	\$ 23,697,746	\$ 2,508,568	\$ 4,022,666	\$ 371,070	\$ 30,600,050

**City of Glendale
Full-Time Employees and Personnel Compensation
Fiscal Year 2018**

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
INTERNAL SERVICE FUND						
2540 - Risk Management Self Ins.	2.00	\$ 184,755	\$ 19,737	\$ 26,585	\$ 900	\$ 231,977
2560 - Workers Comp. Self Ins.	2.00	137,742	14,820	19,905	1,468	173,935
2590 - Fleet Services	32.00	1,987,405	212,048	347,817	8,500	2,555,770
2591 - Technology	30.00	2,819,856	301,527	319,050		3,440,433
Total Internal Service Fund	66.00	\$ 5,129,758	\$ 548,132	\$ 713,357	\$ 10,868	\$ 6,402,115
 TOTAL ALL FUNDS	 1,785.25	 \$ 143,181,469	 \$ 33,651,924	 \$ 20,079,865	 \$ 9,294,766	 \$ 206,208,024

Section 4
FY 2018-2027
Capital Improvement
Plan

City of Glendale
Capital Improvement Plan (CIP)
FY 2018-2027



Tentative Budget Adoption
May 23, 2017

**City of Glendale
Capital Improvement Plan FY2018-2027**

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**City of Glendale
Capital Improvement Plan FY2018-2027**

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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.

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 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.

Solid Waste 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) is 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 2018-2027 CAPITAL IMPROVEMENT PLAN
Summary of All Capital Projects by Funding Type

Fund # - Name	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
BOND CONSTRUCTION FUNDS							
1980 - Street/Parking Bonds	847,264	11,625,450	5,275,450	5,275,450	5,275,450	5,275,450	8,811,900
2140 - Open Space/Trails	0	50,000	15,056	0	176,795	0	7,259,516
2060 - Parks	50,000	0	0	0	0	0	143,200,786
2160 - Library	0	0	0	0	0	0	11,590,260
2040 - Public Safety	0	2,351,250	2,351,250	0	0	0	134,411,111
2130 - Cultural Facility	100,000	100,000	84,550	0	0	0	0
2100 - Economic Development	7,000,000	0	0	0	0	0	0
2180 - Flood Control	1,028,476	1,100,480	324,230	324,230	324,230	0	20,324,701
Sub-Total	\$9,025,740	\$15,227,180	\$8,050,536	\$5,599,680	\$5,776,475	\$5,275,450	\$325,598,274
DIF FUNDS							
1601 - Roadway Improvements	668,212	2,447,266	684,553	791,650	1,500,000	0	34,553
1520 - Citywide Open Space	178,943	139,157	34,944	150,000	0	0	0
1461 - Citywide Parks	0	332,453	0	0	0	0	0
1481 - Citywide Rec Facility	797,000	0	126,983	0	0	0	3,469
1541 - Park Dev Zone 1	0	552,278	3,469	0	0	0	3,469
1561 - Park Dev Zone 2	0	165,438	3,469	0	0	0	3,469
1581 - Park Dev Zone 3	0	0	3,469	0	0	0	3,469
1380 - Library Buildings	0	1,755,029	0	0	0	0	0
1501 - Libraries	407,875	1,356,549	152,592	0	0	0	17,563
1441 - Police Dept Facilities	0	0	0	0	0	0	0
1421 - Fire Protection Facilities	0	0	15,654	0	0	0	15,654
Sub-Total	\$2,052,030	\$6,748,170	\$1,025,133	\$941,650	\$1,500,000	\$0	\$81,646
ENTERPRISE/OTHER FUNDS							
2360 - Water & Sewer	9,975,589	8,988,412	17,008,526	17,853,062	16,600,000	6,600,000	2,500,000
2400 - Water	5,883,985	23,801,426	38,054,458	59,308,145	29,127,840	5,550,000	68,223,225
2420 - Sewer	2,546,250	4,260,000	4,978,000	4,400,000	8,600,000	8,550,000	25,900,000
2210 - Transportation Construction	4,296,374	11,934,647	5,877,193	3,483,811	3,680,732	8,723,374	144,682,836
2000 - HURF/Street Bonds	9,694,206	7,840,589	3,490,373	3,495,373	3,126,523	3,126,523	16,285,640
1650 - Transportation Grants	68,055	150,000	0	0	0	0	0
2480 - Sanitation	0	589,581	3,231,928	2,641,597	2,161,910	2,752,283	14,244,061
2440 - Landfill	5,916,824	1,170,630	1,106,281	2,998,401	4,641,954	10,724,397	20,317,180
2120 - Airport Capital Grants	4,646,219	2,175,017	1,000,000	1,000,000	0	0	5,005,056
1840 - Other Federal & State Grants	0	15,000	0	0	0	0	0
1000 - General Fund	0	0	0	0	0	0	0
2070 - General Gov Cap	5,060,601	5,774,820	2,900,602	3,423,574	2,336,752	2,336,752	29,168,844
2593 - City-Wide ERP Solution	0	2,862,221	1,132,837	0	0	0	0
1220 - Arts Commission	683,849	200,000	200,000	142,943	0	0	0
Sub-Total	\$48,771,952	\$69,762,343	\$78,980,198	\$98,746,906	\$70,275,711	\$48,363,329	\$326,326,842
Grand Total	\$59,849,722	\$91,737,693	\$88,055,867	\$105,288,236	\$77,552,186	\$53,638,779	\$652,006,762
Total FY 2018 Funding		\$151,587,415					



FUND SUMMARY: 1980-Street/Parking Bonds **Category: 20%**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
68103 Street Scallop	344,431	0	0	0	0	0	967,700
<i>Replacement of Existing Assets</i>							
68122 Capital Bridge Repair Program	502,833	0	0	0	0	0	2,568,750
68127 Pedestrian Infra. Improvements	0	3,100,000	0	0	0	0	0
68128 95th Avenue Extension (1980)	0	2,900,000	0	0	0	0	0
Sub-Total - Existing Assets	847,264	6,000,000	0	0	0	0	3,536,450
New Assets							
<i>0</i>							
68125 *Street Reconstruction Program	0	5,275,450	5,275,450	5,275,450	5,275,450	5,275,450	5,275,450
68129 *Westgate Area Signage	0	350,000	0	0	0	0	0
Sub-Total - New Assets	0	5,625,450	5,275,450	5,275,450	5,275,450	5,275,450	5,275,450
Total Project Expenses:	\$847,264	\$11,625,450	\$5,275,450	\$5,275,450	\$5,275,450	\$5,275,450	\$8,811,900
Total FY 2018 Funding:		\$12,472,714					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$32,431	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000
Construction	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$13,500
Engineering Charges	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,200
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
TOTAL	\$344,431	\$0	\$0	\$0	\$0	\$0	\$967,700

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$34,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
Construction	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$36,000
Engineering Charges	\$14,333	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$110,250
Arts	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
TOTAL	\$502,833	\$0	\$0	\$0	\$0	\$0	\$2,568,750

Operating Description: No additional O and M is required.

Project: 68127 - Pedestrian Infra. Improvements (R) **Funding Source:** General Obligation Bonds

Project Description: Design and construction of a pedestrian underpass, pedestrian bridges over the SRP Canal and Outfall channel and needed ramp and sidewalks. This will allow pedestrian to travel efficiently and safety from the new PS parking lot south of Bethany Home Road to the existing Stadium site. The City's share of the cost and expense to construct and complete this project is \$3.1M.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$3,100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$3,100,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 68128 - 95th Avenue Extension (1980) (R) **Funding Source:** General Obligation Bonds

Project Description: Project will complete 95th Avenue between Camelback Road and Bethany Home Road. It will include, ROW acquisition, phase I environmental clearance, geotechnical investigation, utility coordination, survey and construction.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$900,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$2,900,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1980-Street/Parking Bonds **Category: 20%**

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Finance Charges	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Engineering Charges	\$0	\$75,450	\$75,450	\$75,450	\$75,450	\$75,450	\$75,450
Arts	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Miscellaneous/Other	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL	\$0	\$5,275,450	\$5,275,450	\$5,275,450	\$5,275,450	\$5,275,450	\$5,275,450

Operating Description:

Project: 68129* - Westgate Area Signage (N) **Funding Source:** General Obligation Bonds

Project Description: Install multiple signs located in Westgate area

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2140-Open Space/Trails Construction **Category: 20%**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</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	15,056	0	0	0
70007 *Open Space/Trails Master Plan	0	50,000	0	0	0	0
70008 *Thunderbird Park Imprvmnt 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	50,000	15,056	0	176,795	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	\$50,000	\$15,056	\$0	\$176,795	\$0
Total FY 2018 Funding:	\$50,000					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$96,174
Landscape	\$0	\$0	\$0	\$0	\$0	\$315,188



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$0	\$15,056	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$15,056	\$0	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$0	\$0	\$0	\$154,000	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$1,540	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$9,255	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$176,795	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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



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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2060-Parks Construction **Category: 20%**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</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	50,000	0	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
T1822 O'Neil Park Improvements	0	0	0	0	0	0	5,460,000
T1823 Heroes Park Buildout	0	0	0	0	0	0	57,663,103
T1824 Heroes Park Digital Sign	0	0	0	0	0	0	25,000
Sub-Total - Existing Assets	<i>50,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>143,200,786</i>
Total Project Expenses:	\$50,000	\$0	\$0	\$0	\$0	\$0	\$143,200,786
Total FY 2018 Funding:		\$50,000					

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$50,000	\$0	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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.

Project: T1822 - O'Neil Park Improvements (R)

Funding Source: General Obligation Bonds

Project Description:

This is a project request for improvements at O'Neil Park. The park was originally constructed in 1961 and these improvements would replace existing facilities, amenities and park infrastructure that have significantly aged, are past their recommended lifespan and need to be brought up to current federal, state, county and local guidelines/requirements as well as to address the demographics and demands of the surrounding community which have changed significantly.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$875,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,460,000

Operating Description:



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: T1823 - Heroes Park Buildout (R) **Funding Source:** General Obligation Bonds

Project Description: This project is a Council request for a capital project placeholder to complete the construction of Heroes Park. The cost estimates are based on the current approved master plan and would include: lighted four field softball/baseball complex, two lighted flat fields for soccer, lacrosse and flag football, control/restroom building, parking, a recreation center, and an aquatic center.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$7,276,101
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$27,985,005
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$11,459,860
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$363,805
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$4,197,751
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$6,380,581
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$57,663,103

Operating Description:

Project: T1824 - Heroes Park Digital Sign (R) **Funding Source:** General Obligation Bonds

Project Description: This is a Council request for a capital project placeholder to purchase a new digital sign for Heroes Park. The sign would include a double sided, full color LED display, mounted in a dual leg mount cabinet.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000

Operating Description:



FUND SUMMARY: 2160-Library Construction

Category: 6%

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</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>	0	0	0	0	0	11,590,260
Total Project Expenses:	\$0	\$0	\$0	\$0	\$0	\$11,590,260
Total FY 2018 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2040-Public Safety Construction **Category: 20%**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
75037 *Regional Wireless Cooperative	0	2,351,250	2,351,250	0	0	0
<i>Replacement of Existing Assets</i>						
75024 800MHz Comm Equip	0	0	0	0	0	1,408,819
75034 Engine & Ladder Replacement	0	0	0	0	0	3,920,612
T1820 Public Safety Bldgs. Renewal	0	0	0	0	0	73,193,750
Sub-Total - Existing Assets	<i>0</i>	<i>2,351,250</i>	<i>2,351,250</i>	<i>0</i>	<i>0</i>	<i>78,523,181</i>
New Assets						
<i>0</i>						
75020 City Court Building	0	0	0	0	0	43,075,302
T5536 Fire Station - Western Area	0	0	0	0	0	12,812,628
Sub-Total - New Assets	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>55,887,930</i>
Total Project Expenses:	\$0	\$2,351,250	\$2,351,250	\$0	\$0	\$0 \$134,411,111
Total FY 2018 Funding:		\$2,351,250				

PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 75037* - 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
IT/Phone/Security	\$0	\$2,351,250	\$2,351,250	\$0	\$0	\$0	\$0
TOTAL	\$0	\$2,351,250	\$2,351,250	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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: T1820 - Public Safety Bldgs. Renewal (R) **Funding Source:** General Obligation Bonds

Project Description: This project is to replace two fire stations(152 & 153), modernize two police stations, and renew three public safety buildings

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$6,968,750
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$65,500,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$73,193,750

Operating Description:



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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
84309 *Sahuaro Ranch Park Improvments	100,000	100,000	84,550	0	0	0	0
<i>Sub-Total - Existing Assets</i>	<i>100,000</i>	<i>100,000</i>	<i>84,550</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$100,000	\$100,000	\$84,550	\$0	\$0	\$0	\$0
Total FY 2018 Funding:	\$200,000						

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$87,165	\$75,000	\$0	\$0	\$0	\$0
Construction	\$87,165	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$5,753	\$4,950	\$0	\$0	\$0	\$0
Engineering Charges	\$5,753	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$872	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$872	\$750	\$0	\$0	\$0	\$0
Contingency	\$0	\$6,210	\$3,850	\$0	\$0	\$0	\$0
Contingency	\$6,210	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$100,000	\$100,000	\$84,550	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2100-Economic Development Constructi **Category: 6%**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84408 *Parking Lot P2-BHR and 95th	7,000,000	0	0	0	0	0	0
<i>Sub-Total - New Assets</i>	<i>7,000,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Total FY 2018 Funding:		\$7,000,000					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$27,853	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$6,621,647	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$80,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: Electricity for 400 lights, pavement maintenance and striping every 5 years, and landscaping and Irrigation.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2180-Flood Control Construction **Category: 20%**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
79004 Local Drainage Problems	1,028,476	1,100,480	324,230	324,230	324,230	0	322,230
Sub-Total - Existing Assets	1,028,476	1,100,480	324,230	324,230	324,230	0	322,230
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	3,125,030
T7902 Camelback Rd. 51st to 58th	0	0	0	0	0	0	3,127,030
Sub-Total - New Assets	0	0	0	0	0	0	20,002,471
Total Project Expenses:	\$1,028,476	\$1,100,480	\$324,230	\$324,230	\$324,230	\$0	\$20,324,701
Total FY 2018 Funding:	\$2,128,956						

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$1,012,676	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,000,000	\$300,000	\$300,000	\$300,000	\$0	\$300,000
Finance Charges	\$0	\$15,480	\$4,530	\$4,530	\$4,530	\$0	\$4,530
Engineering Charges	\$0	\$43,000	\$14,700	\$14,700	\$14,700	\$0	\$14,700
Arts	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$10,000	\$3,000	\$3,000	\$3,000	\$0	\$3,000
Contingency	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0
TOTAL	\$1,028,476	\$1,100,480	\$324,230	\$324,230	\$324,230	\$0	\$322,230

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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
Contingency	\$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 2018-2027 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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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
Contingency	\$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

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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	\$45,030
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,125,030

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

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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	\$45,030
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,127,030

Operating Description:



FUND SUMMARY: 1600-DIF-Roadway Improvements **Category: DIF**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrover</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
67814 59th & Olive Ave (1600)	205,900	0	0	0	0	0	0
67820 *59th & Olive Ave (1601)	0	1,486,915	0	0	0	0	0
67880 *59th & Olive Ave (1602)	360,688	360,351	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
67802 Dev. Agree. - Arterials	65,110	0	0	0	0	0	0
67809 DIF Update	0	0	34,553	0	0	0	34,553
67821 95th Avenue Extension (1601)	0	600,000	0	0	0	0	0
67930 Bethany Hm 83rd -91st (1603)	0	0	650,000	791,650	1,500,000	0	0
Sub-Total - Existing Assets	631,698	2,447,266	684,553	791,650	1,500,000	0	34,553
New Assets							
0							
67803 Dev. Agree. - Signals	36,514	0	0	0	0	0	0
Sub-Total - New Assets	36,514	0	0	0	0	0	0
Total Project Expenses:	\$668,212	\$2,447,266	\$684,553	\$791,650	\$1,500,000	\$0	\$34,553
Total FY 2018 Funding:	\$3,115,478						

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$205,900	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$205,900	\$0	\$0	\$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: 67820* - 59th & Olive Ave (1601) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes constructing improvements at the 59th and Olive avenues intersection. Intersection include installation of turn lanes and bus bays.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$1,440,640	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$39,600	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$6,675	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,486,915	\$0	\$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: 67880* - 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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$125,030	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$360,351	\$0	\$0	\$0	\$0	\$0
Construction	\$126,251	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$109,407	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$360,688	\$360,351	\$0	\$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

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$0	\$34,553	\$0	\$0	\$0	\$34,553
TOTAL	\$0	\$0	\$34,553	\$0	\$0	\$0	\$34,553

Operating Description:

Project: 67821 - 95th Avenue Extension (1601) (R) **Funding Source:** Development Impact Fees

Project Description: Project will complete 95th Avenue between Camelback Road and Bethany Home Road. It will include, ROW acquisition, phase I environmental clearance, geotechnical investigation, utility coordination, survey and construction.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 67930 - Bethany Hm 83rd -91st (1603) (R) **Funding Source:** Development Impact Fees

Project Description: ROW Acquisition, design and construction of Bethany Home North of Center Line. (Stone Haven development agreement).

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$0	\$0	\$650,000	\$641,650	\$0	\$0	\$0
Design	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0
TOTAL	\$0	\$0	\$650,000	\$791,650	\$1,500,000	\$0	\$0

Operating Description:



PROJECT DETAIL: 1600-DIF-Roadway Improvements **Category: DIF**

Project: 67803 - Dev. Agree. - Signals (N) **Funding Source:** Development Impact Fees

Project Description: Fees charged to developers are used to improve intersections that have experienced increased vehicular traffic generated by new development. This project provides for the installation or upgrades of traffic signals and Intelligent Transportation Systems equipment at various locations throughout the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$36,514	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$36,514	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M costs are for the electricity and maintenance of new traffic signal installations. A supplemental budget request will be made as new equipment is added to the system.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Utilities	\$121,550	\$125,190	\$128,950	\$132,820	\$0	\$726,310
Equip. Maint.	\$60,780	\$62,600	\$64,480	\$66,410	\$0	\$363,160



FUND SUMMARY: 1520-DIF-Citywide Open Space **Category: DIF**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
70453 Discovery Park	178,943	0	0	0	0	0
70454 Pasadena Park	0	139,157	0	0	0	0
70455 *Thunderbird Park Imprvmts 1520	0	0	0	150,000	0	0
70456 *T-Bird Park Mstr Plan 1520	0	0	34,944	0	0	0
Sub-Total - Existing Assets	178,943	139,157	34,944	150,000	0	0
Total Project Expenses:	\$178,943	\$139,157	\$34,944	\$150,000	\$0	\$0
Total FY 2018 Funding:		\$318,100				

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$15,443	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$178,943	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$139,157	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$139,157	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$0	\$0	\$121,700	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$1,217	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$15,083	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$150,000	\$0	\$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 \$15,056.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$34,944	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$34,944	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1460-DIF-Citywide Parks **Category: DIF**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
72505 * Oranewood Vista 1460	0	226,536	0	0	0	0
73475 Citywide Park Improv (1461)	0	105,917	0	0	0	0
Sub-Total - Existing Assets	0	332,453	0	0	0	0
Total Project Expenses:	\$0	\$332,453	\$0	\$0	\$0	\$0
Total FY 2018 Funding:		\$332,453				

PROJECT DETAIL: 1460-DIF-Citywide Parks **Category: DIF**

Project: 72505* - Oranewood Vista 1460 (I) **Funding Source:** Development Impact Fees

Project Description: The project would include the construction of additional basketball courts at Heroes Regional Park, Rose Lane and O'Neil community parks to accommodate increased use and population growth. Additionally, we need to add to existing play structures to accommodate the age category 6 months to two years. Current playground events are designed for children ages 2 - 5 and 5 - 12. Recent ASTM and CPSC standards have indicated a need to provide play events for the younger age group. This project meets the 2011 Parks and Recreation Master Plan's primary action plan goals of "Develop and improve shade structures and amenities in parks" and "Revitalize conditions of neighborhood parks".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$210,536	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$13,895	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$2,105	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$226,536	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 73475 - Citywide Park Improv (1461) (I) **Funding Source:** Development Impact Fees

Project Description: The project would include the construction of additional basketball courts at Heroes Regional Park, Rose Lane and O'Neil community parks to accommodate increased use and population growth. Additionally, we need to add to existing play structures to accommodate the age category 6 months to two years. Current playground events are designed for children ages 2 - 5 and 5 - 12. Recent ASTM and CPSC standards have indicated a need to provide play events for the younger age group. This project meets the 2011 Parks and Recreation Master Plan's primary action plan goals of "Develop and improve shade structures and amenities in parks" and "Revitalize conditions of neighborhood parks".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$105,917	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$105,917	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1480-DIF-Citywide Rec Facility **Category: DIF**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
72806 *Grand Canal Linear Prk Staging	23,150	0	0	0	0	0	0
72807 *Heroes Regional Park Study	30,000	0	0	0	0	0	0
72808 *Thunderbird Park Imprvmt 1480	0	0	123,514	0	0	0	0
72810 *Parks Master Plan Update	10,000	0	0	0	0	0	0
72811 *FRAC Enhancements	30,000	0	0	0	0	0	0
72812 *Heroes Regional Park	564,012	0	0	0	0	0	0
72813 *Southern Park Maintenance Area	139,838	0	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
72801 DIF Update	0	0	3,469	0	0	0	3,469
Sub-Total - Existing Assets	797,000	0	126,983	0	0	0	3,469
Total Project Expenses:	\$797,000	\$0	\$126,983	\$0	\$0	\$0	\$3,469
Total FY 2018 Funding:	\$797,000						

PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$150	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$23,150	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$30,000	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$0	\$110,410	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$1,104	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$123,514	\$0	\$0	\$0	\$0

Operating Description:

Project: 72810* - Parks Master Plan Update (I) **Funding Source:** Development Impact Fees

Project Description: With it's 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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility

Category: DIF

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$30,000	\$0	\$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".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$487,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$32,142	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$4,870	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$564,012	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$126,572	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$1,266	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$139,838	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

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

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469

Operating Description:



FUND SUMMARY: 1540-DIF-Park Dev Zone 1 **Category: DIF**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrlover</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
73105 Oranewood Vista 1540	0	124,085	0	0	0	0	0
73525 *Picnic Ramada Expansion 1541	0	52,303	0	0	0	0	0
73575 *Picnic Ramada Expansion 1542	0	177,578	0	0	0	0	0
73576 Bike Park Foothills Park 1542	0	140,000	0	0	0	0	0
73625 *New River Trail Zn 2 W 1543	0	58,312	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
73102 DIF Update	0	0	3,469	0	0	0	3,469
Sub-Total - Existing Assets	0	552,278	3,469	0	0	0	3,469
Total Project Expenses:	\$0	\$552,278	\$3,469	\$0	\$0	\$0	\$3,469
Total FY 2018 Funding:		\$552,278					

PROJECT DETAIL: 1540-DIF-Park Dev Zone 1 **Category: DIF**

Project: 73105 - Oranewood 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$5,500	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$106,520	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$11,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,065	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$124,085	\$0	\$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.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 1540-DIF-Park Dev Zone 1

Category: DIF

Project: 73525* - Picnic Ramada Expansion 1541 (I)

Funding Source:

Development Impact Fees

Project Description:

The Parks, Recreation and Neighborhood Division's picnic ramadas can be used for both drop-in use as well as rentals. Ramada rentals generate approximately \$140,000 each year and staff have identified several parks that do not currently have picnic ramadas and other parks that are experiencing additional demand for ramada rentals. Parks such as Chapparal, Hillcrest, Oasis and Utopia are just a few parks in this development zone that have a high demand for ramada use.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$400	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$3,903	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$52,303	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 73575* - Picnic Ramada Expansion 1542 (I)

Funding Source:

Development Impact Fees

Project Description:

The Parks, Recreation and Neighborhood Division's picnic ramadas can be used for both drop-in use as well as rentals. Ramada rentals generate approximately \$140,000 each year and staff have identified several parks that do not currently have picnic ramadas and other parks that are experiencing additional demand for ramada rentals. Parks such as Heritage, Lions, Dos Lagos, Mondo, Sunset do not have ramadas, but have increased activity and demand to warrant the addition.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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	\$14,078	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$177,578	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 73576 - Bike Park Foothills Park 1542 (I)

Funding Source:

Development Impact Fees

Project Description:

This is a new project request for a bike park at Foothills Park. The new project request is to construct a bike park adjacent to the existing Sk8 Court at Foothills Park. The existing Sk8 court was designed and built as a skate only facility and the Recreation staff and Park Rangers regularly encounter bikes in the skate court. This request will meet a growing need for a bike facility in this area of the city, keep the existing skate only park safer and reduce additional damage that bikes cause in the skate only facility.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1540-DIF-Park Dev Zone 1

Category: DIF

Project: 73625* - New River Trail Zn 2 W 1543 (I)

Funding Source:

Development Impact Fees

Project Description:

The New River Trail system is an important link to a region-wide multi-use trail system that meanders throughout Glendale and Maricopa County. During the past several years of budget and funding reductions, the Parks, Recreation and Neighborhood Services staff have leveraged limited funding with other internal (City of Glendale Transportation Department) and external partners (Maricopa County Flood Control District) to continue the development and enhancement of alternate transportation options for Glendale residents. These options are part of a larger regional network of multi-modal trails which connect to other communities and recreational amenities.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$450	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$4,862	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$58,312	\$0	\$0	\$0	\$0	\$0

Operating Description:

No new additional O & M will be required

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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469

Operating Description:



FUND SUMMARY: 1560-DIF-Park Dev Zone 2 **Category: DIF**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	Carrvoer	New Funding				
Existing Assets						
<i>Improvement of Existing Assets</i>						
73404 Paseo Linear Park Additions	0	165,438	0	0	0	0
<i>Replacement of Existing Assets</i>						
73403 DIF Update	0	0	3,469	0	0	3,469
Sub-Total - Existing Assets	0	165,438	3,469	0	0	3,469
Total Project Expenses:	\$0	\$165,438	\$3,469	\$0	\$0	\$3,469
Total FY 2018 Funding:	\$165,438					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$137,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,370	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$15,068	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$165,438	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469

Operating Description:



FUND SUMMARY: 1580-DIF-Park Dev Zone 3 **Category: DIF**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
New Assets						
0						
73702 DIF Update	0	0	3,469	0	0	3,469
Sub-Total - New Assets	0	0	3,469	0	0	3,469
Total Project Expenses:	\$0	\$0	\$3,469	\$0	\$0	\$3,469
Total FY 2018 Funding:	\$0					

PROJECT DETAIL: 1580-DIF-Park Dev Zone 3 **Category: DIF**

Project: 73702 - DIF Update (N) **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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$3,469	\$0	\$0	\$0	\$3,469

Operating Description:



FUND SUMMARY: 1380-DIF-Library Buildings **Category: DIF**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
74252 *Western Area Library 1380	0	1,755,029	0	0	0	0	0
Sub-Total - New Assets	0	1,755,029	0	0	0	0	0
Total Project Expenses:	\$0	\$1,755,029	\$0	\$0	\$0	\$0	\$0
Total FY 2018 Funding:		\$1,755,029					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$1,380,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$49,680	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$13,800	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$311,549	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,755,029	\$0	\$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 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
74752 DIF Update	0	0	17,563	0	0	17,563
Sub-Total - Existing Assets	0	0	17,563	0	0	17,563
New Assets						
0						
74751 Library Books - Pop. Growth	79,261	310,000	135,029	0	0	0
74755 *Western Area Library 1500	328,614	1,046,549	0	0	0	0
Sub-Total - New Assets	407,875	1,356,549	135,029	0	0	0
Total Project Expenses:	\$407,875	\$1,356,549	\$152,592	\$0	\$0	\$17,563
Total FY 2018 Funding:	\$1,764,424					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$17,563	\$0	\$0	\$0	\$17,563
TOTAL	\$0	\$0	\$17,563	\$0	\$0	\$0	\$17,563

Operating Description:

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$79,261	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$310,000	\$135,029	\$0	\$0	\$0	\$0
TOTAL	\$79,261	\$310,000	\$135,029	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$318,263	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,003,861	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$10,351	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,649	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$10,039	\$0	\$0	\$0	\$0	\$0
TOTAL	\$328,614	\$1,046,549	\$0	\$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: 1420-DIF-Fire Protection Facilities **Category: DIF**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvover</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
77001 DIF Update	0	0	15,654	0	0	15,654
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>15,654</i>	<i>0</i>	<i>0</i>	<i>15,654</i>
Total Project Expenses:	\$0	\$0	\$15,654	\$0	\$0	\$15,654
Total FY 2018 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$15,654	\$0	\$0	\$0	\$15,654
TOTAL	\$0	\$0	\$15,654	\$0	\$0	\$0	\$15,654

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2360-Water & Sewer **Category: Revenue**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
60007 Arrwhd Wtr Reclam Fac Imps	7,000,000	3,308,412	7,038,526	8,853,062	9,300,000	0	0
60008 WAWRF Phase IV	2,500,000	600,000	500,000	500,000	500,000	0	0
60016 West Area WRF Improvements	0	3,500,000	4,800,000	6,300,000	6,000,000	6,100,000	0
<i>Replacement of Existing Assets</i>							
60010 Lab Data Management System	187,429	0	0	0	0	0	0
60014 SCADA Study & Replacement	8,160	450,000	300,000	0	0	0	0
60019 Vehicle Replacement	0	750,000	750,000	500,000	500,000	500,000	2,500,000
Sub-Total - Existing Assets	9,695,589	8,608,412	13,388,526	16,153,062	16,300,000	6,600,000	2,500,000
New Assets							
0							
60015 Asset Mangement Program	200,000	300,000	1,500,000	1,200,000	300,000	0	0
60017 Integrated Water Master Plan	0	0	2,000,000	500,000	0	0	0
60018 *Laboratory Equipment	80,000	80,000	120,000	0	0	0	0
Sub-Total - New Assets	280,000	380,000	3,620,000	1,700,000	300,000	0	0
Total Project Expenses:	\$9,975,589	\$8,988,412	\$17,008,526	\$17,853,062	\$16,600,000	\$6,600,000	\$2,500,000
Total FY 2018 Funding:	\$18,964,001						

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

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$230,000	\$383,500	\$484,250	\$507,000	\$0	\$0
Construction	\$0	\$2,700,000	\$5,900,000	\$7,400,000	\$7,800,000	\$0	\$0
Engineering Charges	\$0	\$81,412	\$106,026	\$154,812	\$135,000	\$0	\$0
Arts	\$0	\$27,000	\$59,000	\$74,000	\$78,000	\$0	\$0
Contingency	\$0	\$270,000	\$590,000	\$740,000	\$780,000	\$0	\$0
TOTAL	\$0	\$3,308,412	\$7,038,526	\$8,853,062	\$9,300,000	\$0	\$0

Operating Description:



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$254,185	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$510,000	\$420,000	\$420,000	\$420,000	\$0	\$0
Construction	\$1,773,442	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$33,300	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$99,344	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$33,900	\$33,800	\$33,800	\$33,800	\$0	\$0
Arts	\$26,946	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$5,100	\$4,200	\$4,200	\$4,200	\$0	\$0
Contingency	\$0	\$51,000	\$42,000	\$42,000	\$42,000	\$0	\$0
Contingency	\$123,500	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$189,283	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,500,000	\$600,000	\$500,000	\$500,000	\$500,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$315,000	\$382,750	\$480,000	\$470,375	\$570,375	\$0
Construction	\$0	\$2,800,000	\$3,900,000	\$5,100,000	\$4,900,000	\$4,900,000	\$0
Engineering Charges	\$0	\$77,000	\$88,250	\$159,000	\$90,625	\$90,625	\$0
Arts	\$0	\$28,000	\$39,000	\$51,000	\$49,000	\$49,000	\$0
Contingency	\$0	\$280,000	\$390,000	\$510,000	\$490,000	\$490,000	\$0
TOTAL	\$0	\$3,500,000	\$4,800,000	\$6,300,000	\$6,000,000	\$6,100,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$187,429	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$187,429	\$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.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$400	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$450,000	\$300,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$7,760	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,160	\$450,000	\$300,000	\$0	\$0	\$0	\$0

Operating Description:

Project: 60019 - Vehicle Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replacement of vehicles, trucks, and excavation equipment.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$750,000	\$750,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TOTAL	\$0	\$750,000	\$750,000	\$500,000	\$500,000	\$500,000	\$2,500,000

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$300,000	\$1,500,000	\$1,200,000	\$300,000	\$0	\$0
Miscellaneous/Other	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$200,000	\$300,000	\$1,500,000	\$1,200,000	\$300,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$0	\$2,000,000	\$500,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$2,000,000	\$500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60018* - Laboratory Equipment (N) **Funding Source:** Water & Sewer Revenues

Project Description: Replace aging ion chromatograph and deionized water system.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$80,000	\$120,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$80,000	\$80,000	\$120,000	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2400-Water **Category: Revenue**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>	
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>						
Existing Assets								
<i>Improvement of Existing Assets</i>								
61023	Water System Security	20,900	150,000	150,000	150,000	150,000	500,000	
61024	Cholla Water Plant Process Imp	1,000,000	3,550,000	7,602,099	15,200,000	3,000,000	6,100,000	
61043	Pyramid Peak WTP Process Imp.	913,280	3,087,139	4,775,302	6,164,517	7,700,000	6,100,000	
61045	Thunderbird Reservoir Misc. Im	371,672	600,000	500,000	1,250,000	0	0	
61047	Citywide Meter Vault Imp	35,430	1,150,000	850,000	600,000	400,000	0	
61049	Zone 3 Water Supply Imp.	623,250	1,000,000	250,000	0	600,000	0	
61054	Distrib Sys Imprv - Citywide	583,385	500,000	500,000	500,000	500,000	0	
61055	Oasis WTP Improvements	0	1,000,000	1,500,000	500,000	0	7,000,000	
61062	*67th Ave Water line improv	0	0	600,000	1,000,000	500,000	0	
<i>Replacement of Existing Assets</i>								
61001	Fire Hydrant Replacement	29,142	1,350,000	850,000	0	0	0	
61013	Water Line Replacement	1,000,000	3,000,000	2,000,000	1,500,000	0	0	
61048	City Wide Well Rehab	517,363	1,000,000	1,350,000	1,000,000	950,000	0	
61060	Water Supply Redundancy	0	0	500,000	0	0	0	
61061	Water Capital Equipment	0	1,000,000	2,000,000	1,000,000	0	0	
Sub-Total - Existing Assets		5,094,422	17,387,139	23,427,401	28,864,517	13,800,000	2,150,000	19,700,000
New Assets								
0								
61019	Storage and Recovery Well	0	0	0	700,000	700,000	2,900,000	3,000,000
61027	Water Line Extension	0	0	300,000	650,000	500,000	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	600,000	600,000	700,000	700,000	500,000	2,500,000
61052	Recharge Storage Assessment	321,260	400,000	0	600,000	800,000	0	0
61056	White Mtn Apache Water Rights	0	3,500,000	3,500,000	0	0	0	0
61058	*Pyramid Peak WTP 15MGD Exp.	468,303	1,914,287	10,227,057	27,793,628	12,627,840	0	0
Sub-Total - New Assets		789,563	6,414,287	14,627,057	30,443,628	15,327,840	3,400,000	48,523,225
Total Project Expenses:		\$5,883,985	\$23,801,426	\$38,054,458	\$59,308,145	\$29,127,840	\$5,550,000	\$68,223,225
Total FY 2018 Funding:		\$29,685,411						

PROJECT DETAIL: 2400-Water **Category: Revenue**

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$125,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
Engineering Charges	\$0	\$25,000	\$11,250	\$11,250	\$11,250	\$11,250	\$0
Arts	\$0	\$0	\$1,250	\$1,250	\$1,250	\$1,250	\$0
Contingency	\$0	\$0	\$12,500	\$12,500	\$12,500	\$12,500	\$0
Miscellaneous/Other	\$20,900	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$20,900	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$500,000

Operating Description: No additional O and M is needed for this project.

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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$269,704	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$310,000	\$447,000	\$1,258,000	\$325,000	\$0	\$1,000,000
Construction	\$299,750	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,800,000	\$6,400,000	\$12,200,000	\$2,500,000	\$0	\$5,000,000
Finance Charges	\$49,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$132,000	\$108,699	\$150,000	\$150,000	\$0	\$38,333
Engineering Charges	\$146,151	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$52,647	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$28,000	\$6,400	\$122,000	\$25,000	\$0	\$50,000
Contingency	\$0	\$280,000	\$640,000	\$1,470,000	\$0	\$0	\$0
Miscellaneous/Other	\$182,248	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$11,667
TOTAL	\$1,000,000	\$3,550,000	\$7,602,099	\$15,200,000	\$3,000,000	\$0	\$6,100,000

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$189,000	\$724,052	\$267,159	\$686,000	\$226,250	\$950,000
Design	\$513,280	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,580,000	\$3,500,000	\$5,250,000	\$6,200,000	\$1,500,000	\$5,000,000
Construction	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$10,111	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$33,889
Engineering Charges	\$0	\$34,339	\$166,250	\$69,858	\$132,000	\$108,750	\$52,838
Engineering Charges	\$62,162	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$25,800	\$35,000	\$52,500	\$62,000	\$15,000	\$50,000
Arts	\$58,000	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$258,000	\$350,000	\$525,000	\$620,000	\$150,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$13,273
Miscellaneous/Other	\$69,727	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$913,280	\$3,087,139	\$4,775,302	\$6,164,517	\$7,700,000	\$2,000,000	\$6,100,000

Operating Description: No additional O and M is required for this project.

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$47,500	\$45,000	\$77,000	\$0	\$0	\$0
Construction	\$0	\$475,000	\$385,000	\$1,025,000	\$0	\$0	\$0
Construction	\$351,672	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$10,222	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$25,500	\$27,650	\$44,475	\$0	\$0	\$0
Arts	\$2,300	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$3,850	\$1,025	\$0	\$0	\$0
Contingency	\$4,978	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$47,500	\$38,500	\$102,500	\$0	\$0	\$0
TOTAL	\$371,672	\$600,000	\$500,000	\$1,250,000	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2400-Water **Category: Revenue**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
Design	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,000,000	\$522,000	\$547,200	\$348,950	\$0	\$0
Engineering Charges	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$40,000	\$23,000	\$23,000	\$23,000	\$0	\$0
Arts	\$0	\$10,000	\$5,000	\$5,500	\$3,750	\$0	\$0
Arts	\$11,430	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$100,000	\$100,000	\$24,300	\$24,300	\$0	\$0
Miscellaneous/Other	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$35,430	\$1,150,000	\$850,000	\$600,000	\$400,000	\$0	\$0

Operating Description: No additional O and M is needed for this project.

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$80,000	\$226,500	\$0	\$0	\$0	\$0
Construction	\$573,250	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$800,000	\$0	\$0	\$525,000	\$0	\$0
Engineering Charges	\$29,700	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,000	\$23,500	\$0	\$17,250	\$0	\$0
Arts	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$8,000	\$0	\$0	\$5,250	\$0	\$0
Contingency	\$0	\$80,000	\$0	\$0	\$52,500	\$0	\$0
Miscellaneous/Other	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$623,250	\$1,000,000	\$250,000	\$0	\$600,000	\$0	\$0

Operating Description: No additional O and M is needed at this time.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0
Construction	\$295,635	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$425,000	\$425,000	\$425,000	\$0	\$0
Engineering Charges	\$48,450	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$25,000	\$28,250	\$28,250	\$28,250	\$0	\$0
Arts	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$4,250	\$4,250	\$4,250	\$0	\$0
Contingency	\$0	\$0	\$42,500	\$42,500	\$42,500	\$0	\$0
Miscellaneous/Other	\$29,300	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$583,385	\$500,000	\$500,000	\$500,000	\$500,000	\$0	\$0

Operating Description:

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$72,000	\$87,500	\$0	\$0	\$0	\$1,200,000
Construction	\$0	\$800,000	\$1,250,000	\$0	\$0	\$0	\$5,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$32,881
Engineering Charges	\$0	\$40,000	\$25,000	\$0	\$0	\$0	\$68,861
Arts	\$0	\$8,000	\$12,500	\$0	\$0	\$0	\$55,000
Contingency	\$0	\$80,000	\$125,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$500,000	\$0	\$0	\$143,258
TOTAL	\$0	\$1,000,000	\$1,500,000	\$500,000	\$0	\$0	\$7,000,000

Operating Description:



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61062* - 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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$875,000	\$424,001	\$0	\$0
Engineering Charges	\$0	\$0	\$45,000	\$28,750	\$28,250	\$0	\$0
Arts	\$0	\$0	\$15,000	\$8,750	\$5,249	\$0	\$0
Contingency	\$0	\$0	\$0	\$87,500	\$42,500	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$390,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$600,000	\$1,000,000	\$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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$29,142	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$216,000	\$85,000	\$0	\$0	\$0	\$0
Construction	\$0	\$1,000,000	\$660,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$33,000	\$32,400	\$0	\$0	\$0	\$0
Arts	\$0	\$1,000	\$6,600	\$0	\$0	\$0	\$0
Contingency	\$0	\$100,000	\$66,000	\$0	\$0	\$0	\$0
TOTAL	\$29,142	\$1,350,000	\$850,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$480,663	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$130,650	\$90,000	\$0	\$0	\$0
Construction	\$326,363	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,700,000	\$1,650,000	\$1,237,500	\$0	\$0	\$0
Finance Charges	\$44,954	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$27,000	\$37,850	\$36,625	\$0	\$0	\$0
Engineering Charges	\$54,538	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$3,000	\$16,500	\$12,375	\$0	\$0	\$0
Contingency	\$0	\$270,000	\$165,000	\$123,500	\$0	\$0	\$0
Miscellaneous/Other	\$53,482	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$3,000,000	\$2,000,000	\$1,500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$79,500	\$88,800	\$62,000	\$0	\$0
Design	\$205,162	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$865,000	\$1,100,000	\$785,000	\$800,000	\$0	\$0
Construction	\$200,897	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$39,850	\$49,500	\$39,850	\$0	\$0	\$0
Engineering Charges	\$17,504	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$8,650	\$11,000	\$7,850	\$8,000	\$0	\$0
Contingency	\$0	\$86,500	\$110,000	\$78,500	\$80,000	\$0	\$0
Contingency	\$75,300	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$517,363	\$1,000,000	\$1,350,000	\$1,000,000	\$950,000	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61060 - Water Supply Redundancy (R) **Funding Source:** Water & Sewer Revenues

Project Description: Water Supply Redundancy

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$38,500	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$385,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$34,150	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$3,850	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$38,500	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0

Operating Description:

Project: 61061 - Water Capital Equipment (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replacement of capital equipment at water facilities. Includes PLC and VFD.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$80,000	\$180,000	\$80,000	\$0	\$0	\$0
Construction	\$0	\$880,000	\$1,760,000	\$880,000	\$0	\$0	\$0
Engineering Charges	\$0	\$32,000	\$44,000	\$32,000	\$0	\$0	\$0
Arts	\$0	\$8,000	\$16,000	\$8,000	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0

Operating Description:

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$0	\$360,000	\$132,400	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$200,000	\$2,610,000	\$2,800,000
Engineering Charges	\$0	\$0	\$0	\$66,000	\$66,600	\$29,000	\$49,601
Arts	\$0	\$0	\$0	\$0	\$20,000	\$0	\$28,000
Contingency	\$0	\$0	\$0	\$0	\$281,000	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$274,000	\$0	\$261,000	\$122,399
TOTAL	\$0	\$0	\$0	\$700,000	\$700,000	\$2,900,000	\$3,000,000

Operating Description:

Operating Costs	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$260,000	\$63,000	\$48,000	\$0	\$0
Construction	\$0	\$0	\$0	\$500,000	\$390,000	\$0	\$0
Engineering Charges	\$0	\$0	\$14,700	\$32,000	\$18,000	\$0	\$0
Arts	\$0	\$0	\$2,300	\$5,000	\$4,000	\$0	\$0
Contingency	\$0	\$0	\$23,000	\$50,000	\$40,000	\$0	\$0
TOTAL	\$0	\$0	\$300,000	\$650,000	\$500,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$600,000	\$600,000	\$700,000	\$700,000	\$500,000	\$2,500,000
TOTAL	\$0	\$600,000	\$600,000	\$700,000	\$700,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed at this time.



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$370,000	\$0	\$0	\$0	\$0	\$0
Design	\$321,260	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$525,000	\$700,000	\$0	\$0
Engineering Charges	\$0	\$30,000	\$0	\$17,250	\$23,000	\$0	\$0
Arts	\$0	\$0	\$0	\$5,250	\$7,000	\$0	\$0
Contingency	\$0	\$0	\$0	\$52,500	\$70,000	\$0	\$0
TOTAL	\$321,260	\$400,000	\$0	\$600,000	\$800,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$3,500,000	\$3,500,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$3,500,000	\$3,500,000	\$0	\$0	\$0	\$0

Operating Description:

Project: 61058* - Pyramid Peak WTP 15MGD Exp. (N) **Funding Source:** Water & Sewer Revenues

Project Description: Expand plant treatment capacity to 15 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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$439,428	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$1,850,000	\$425,000	\$1,100,000	\$781,420	\$0	\$0
Construction	\$0	\$0	\$8,755,573	\$23,795,000	\$10,500,000	\$0	\$0
Engineering Charges	\$28,875	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$64,287	\$83,372	\$281,178	\$191,420	\$0	\$0
Arts	\$0	\$0	\$87,555	\$237,950	\$105,000	\$0	\$0
Contingency	\$0	\$0	\$875,557	\$2,379,500	\$1,050,000	\$0	\$0
TOTAL	\$468,303	\$1,914,287	\$10,227,057	\$27,793,628	\$12,627,840	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2420-Sewer **Category: Revenue**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
63006 Arrowhead Sewer Lines	192,286	500,000	250,000	500,000	2,000,000	2,450,000	0
63010 91st Ave. Construction	223,000	710,000	528,000	500,000	500,000	500,000	2,500,000
63030 Lift Station Recond. Program	500,000	0	500,000	500,000	500,000	0	2,000,000
<i>Replacement of Existing Assets</i>							
63003 99th Ave Interceptor Line	500,000	500,000	100,000	0	0	0	0
63016 Sewer Line Replacement	900,000	500,000	1,100,000	1,000,000	3,000,000	2,100,000	7,000,000
63024 Citywide Manhole Rehab	230,964	1,000,000	500,000	500,000	500,000	500,000	3,250,000
63026 Arrowhead Sewer Lines-phase 2	0	0	0	0	1,100,000	2,550,000	2,000,000
63027 Arrowhead Sewer Lines-phase 3	0	0	0	0	0	0	5,650,000
63031 Wastewater Capital Equipment	0	500,000	500,000	500,000	0	0	0
63032 Wastewater Collect-Imprv	0	500,000	500,000	500,000	0	0	0
Sub-Total - Existing Assets	2,546,250	4,210,000	3,978,000	4,000,000	7,600,000	8,100,000	22,400,000
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	400,000	1,000,000	0	0
63029 *Sewer vactor truck	0	0	400,000	0	0	450,000	0
T3611 Glendale Ave 93rd-99th Ave	0	0	0	0	0	0	3,500,000
Sub-Total - New Assets	0	50,000	1,000,000	400,000	1,000,000	450,000	3,500,000
Total Project Expenses:	\$2,546,250	\$4,260,000	\$4,978,000	\$4,400,000	\$8,600,000	\$8,550,000	\$25,900,000
Total FY 2018 Funding:		\$6,806,250					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$115,500	\$0	\$277,418	\$0	\$0
Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$420,000	\$115,500	\$420,000	\$1,295,000	\$2,250,000	\$0
Construction	\$92,042	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$24,020	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$33,800	\$19,000	\$33,800	\$65,082	\$124,750	\$0
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,200	\$0	\$4,200	\$10,000	\$5,250	\$0
Contingency	\$23,224	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$42,000	\$0	\$42,000	\$352,500	\$20,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
TOTAL	\$192,286	\$500,000	\$250,000	\$500,000	\$2,000,000	\$2,450,000	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$710,000	\$528,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Miscellaneous/Other	\$223,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$223,000	\$710,000	\$528,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63030 - 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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$41,500	\$41,500	\$41,500	\$0	\$400,000
Construction	\$0	\$0	\$400,000	\$400,000	\$400,000	\$0	\$1,300,000
Engineering Charges	\$0	\$0	\$14,500	\$14,500	\$14,500	\$0	\$32,241
Engineering Charges	\$7,586	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$4,000	\$4,000	\$4,000	\$0	\$13,000
Contingency	\$0	\$0	\$40,000	\$40,000	\$40,000	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$254,759
Miscellaneous/Other	\$92,414	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$0	\$500,000	\$500,000	\$500,000	\$0	\$2,000,000

Operating Description: No additional O and M is needed at this time.

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$49,700	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$390,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$17,400	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$3,900	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$39,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$500,000	\$100,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$475,000	\$0	\$80,000	\$192,500	\$170,000	\$1,100,000
Design	\$480,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$950,000	\$800,000	\$2,500,000	\$1,700,000	\$5,700,000
Construction	\$173,039	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$53,352	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$29,000
Engineering Charges	\$77,334	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$25,000	\$45,500	\$32,000	\$32,500	\$26,500	\$39,714
Arts	\$0	\$0	\$9,500	\$8,000	\$25,000	\$18,500	\$47,000
Arts	\$61,800	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$95,000	\$80,000	\$250,000	\$185,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$84,286
Miscellaneous/Other	\$54,475	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$900,000	\$500,000	\$1,100,000	\$1,000,000	\$3,000,000	\$2,100,000	\$7,000,000

Operating Description: No additional O and M is needed for this project.

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$41,500	\$41,500	\$41,500	\$41,500	\$375,000
Construction	\$62,866	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$875,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$39,100
Engineering Charges	\$0	\$28,750	\$14,500	\$14,500	\$14,500	\$14,500	\$46,250
Arts	\$0	\$8,750	\$4,000	\$4,000	\$4,000	\$4,000	\$25,000
Arts	\$18,098	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$87,500	\$40,000	\$40,000	\$40,000	\$40,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$264,650
TOTAL	\$230,964	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,250,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$0	\$0	\$276,640	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$500,000	\$2,400,000	\$2,000,000
Engineering Charges	\$0	\$0	\$0	\$0	\$28,360	\$76,000	\$0
Arts	\$0	\$0	\$0	\$0	\$5,000	\$24,000	\$0
Contingency	\$0	\$0	\$0	\$0	\$290,000	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
TOTAL	\$0	\$0	\$0	\$0	\$1,100,000	\$2,550,000	\$2,000,000

Operating Description:

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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	\$83,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,650,000

Operating Description:

Project: 63031 - Wastewater Capital Equipment (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replacement of capital equipment at wastewater facilities. Includes PLC and VFD.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63032 - Wastewater Collect-Imprv (R) **Funding Source:** Water & Sewer Revenues

Project Description: Study, design and construct improvements to wastewater collection system. Includes air relief valves, odor control, and force mains.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$190,000	\$0	\$190,000	\$0	\$0	\$0
Construction	\$0	\$200,000	\$475,000	\$200,000	\$0	\$0	\$0
Engineering Charges	\$0	\$40,500	\$20,500	\$40,500	\$0	\$0	\$0
Arts	\$0	\$2,000	\$4,500	\$2,000	\$0	\$0	\$0
Contingency	\$0	\$67,500	\$0	\$67,500	\$0	\$0	\$0
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$50,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$138,000	\$0	\$82,500	\$0	\$0
Construction	\$0	\$0	\$400,000	\$350,000	\$800,000	\$0	\$0
Engineering Charges	\$0	\$0	\$18,000	\$11,500	\$29,500	\$0	\$0
Arts	\$0	\$0	\$4,000	\$3,500	\$8,000	\$0	\$0
Contingency	\$0	\$0	\$40,000	\$35,000	\$80,000	\$0	\$0
TOTAL	\$0	\$0	\$600,000	\$400,000	\$1,000,000	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63029* - Sewer vactor truck (N) **Funding Source:** Water & Sewer Revenues

Project Description: Purchase sewer line cleaner (vactor) 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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$0	\$400,000	\$0	\$0	\$450,000	\$0
TOTAL	\$0	\$0	\$400,000	\$0	\$0	\$450,000	\$0

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail

FUND SUMMARY: 2210-Transportation Construction **Category: Transportation**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>	
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
65005 ITS Upgrades	436,814	0	528,318	0	0	0	
65006 Bus Pullouts	0	0	327,175	335,223	343,369	1,880,024	
65016 Northern Parkway	644,476	666,247	666,247	666,247	666,247	5,557,465	
65022 Transp. Prog. Engr. Consultant	0	261,350	270,687	276,642	281,116	1,540,969	
65023 *59th Avenue Improvements	0	0	0	0	0	22,289,979	
65042 *51st Ave & Bell Rd	0	0	0	0	0	1,440,153	
65069 Glendale Transportation Plan	337,966	0	0	0	0	890,936	
65078 Airport Matching Funds	163,240	88,142	100,000	50,000	0	160,000	
65088 Downtown Alley Improvements	23,479	0	0	0	0	0	
65089 Pavement Management	224,803	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	
<i>Replacement of Existing Assets</i>							
65004 Buses/Vans	0	0	0	0	0	650,365	
65014 Transit Support Capital	0	72,600	9,900	0	9,900	121,325	
65083 Speed Cushions	154,888	140,000	0	0	0	0	
65102 Arterial Roadway Improvements	0	6,188,150	0	0	0	0	
T1803 91st Avenue Improv. Turn Lane	0	0	0	0	0	827,620	
Sub-Total - Existing Assets	1,985,666	9,416,489	3,902,327	3,328,112	3,290,732	45,358,836	
New Assets							
0							
65017 Light Rail Design/Construction	0	0	0	0	390,000	99,324,000	
65062 Glendale Sports Facilities Sgn	183,379	0	0	0	0	0	
65063 New River - Multi-use Pathway	723,834	0	0	0	0	0	
65091 Airport RPZ Acquisition	0	1,850,000	1,850,000	0	0	0	
65097 New River North Shareduse Path	0	247,431	0	0	0	0	
65098 Widen 55th Ave for bike lanes	286,089	0	0	0	0	0	
65099 Neighborhood Pathways Connect	0	234,456	0	0	0	0	
65100 *Transit Study - Light Rail	1,000,000	0	0	0	0	0	
65101 *Sidewalk and Curb Improvements	117,406	186,271	124,866	155,699	0	0	
Sub-Total - New Assets	2,310,708	2,518,158	1,974,866	155,699	390,000	99,324,000	
Total Project Expenses:	\$4,296,374	\$11,934,647	\$5,877,193	\$3,483,811	\$3,680,732	\$8,723,374	\$144,682,836
Total FY 2018 Funding:	\$16,231,021						

PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65005 - ITS Upgrades (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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$295,695	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$528,318	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$141,119	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$436,814	\$0	\$528,318	\$0	\$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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$49,076	\$50,283	\$51,505	\$52,742	\$282,004
Construction	\$0	\$0	\$278,099	\$284,940	\$291,864	\$298,869	\$1,598,020
TOTAL	\$0	\$0	\$327,175	\$335,223	\$343,369	\$351,611	\$1,880,024

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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$666,247	\$666,247	\$666,247	\$666,247	\$0	\$5,557,465
Miscellaneous/Other	\$644,476	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$644,476	\$666,247	\$666,247	\$666,247	\$666,247	\$0	\$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.

Operating Costs	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Utilities	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	\$0	\$0	\$0	\$0	\$0	\$0



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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$0	\$0	\$0	\$287,863	\$1,540,969
Miscellaneous/Other	\$0	\$261,350	\$270,687	\$276,642	\$281,116	\$0	\$0
TOTAL	\$0	\$261,350	\$270,687	\$276,642	\$281,116	\$287,863	\$1,540,969

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$3,641,210
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$18,648,769
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$22,289,979

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$337,966	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$13,364
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$877,572
TOTAL	\$337,966	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$13,221	\$40,000	\$25,000	\$0	\$0	\$24,000
Design	\$7,239	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$74,921	\$60,000	\$25,000	\$0	\$0	\$136,000
Construction	\$153,732	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$2,269	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$163,240	\$88,142	\$100,000	\$50,000	\$0	\$0	\$160,000

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.

Project: 65088 - Downtown Alley Improvements (I) **Funding Source:** Half Cent Sales Tax

Project Description: Design and construct transformation of existing service alley into a safe environment for pedestrian circulation and limited vehicular traffic. This area has been evaluated and determined that there is a need to address pavement, drainage conditions and alley improvements.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$23,479	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$23,479	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M includes \$2,438 for the maintenance of 10 pedestrian lights, \$1,200 for water, \$300 for landscape maintenance by an outside company, \$2,200 for contracting maintenance and \$300 for electricity. A supplemental budget request will be submitted once the project is near completion.

Operating Costs	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Supplies/Contr	\$26,520	\$27,320	\$28,140	\$28,980	\$0	\$158,470
Utilities	\$3,180	\$3,280	\$3,380	\$3,480	\$0	\$19,030
Equip. Maint.	\$25,860	\$26,640	\$27,440	\$28,260	\$0	\$154,540
Water	\$12,730	\$13,510	\$13,920	\$0	\$0	\$76,120



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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$9,560,230
Construction	\$154,057	\$0	\$0	\$0	\$0	\$0	\$0
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
Arts	\$19,120	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$51,626	\$51,626	\$51,626	\$51,626	\$51,626	\$258,126
Contingency	\$51,626	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$224,803	\$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: 65004 - Buses/Vans (R) **Funding Source:** Half Cent Sales Tax

Project Description: This project replaces buses and vans for local circulators and Dial-a-Ride service. The buses are replaced every four years or when mileage exceeds recommended limits. The funding identified is to match federal funds secured for replacement buses and vans.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$650,365
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$650,365

Operating Description:

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$72,600	\$9,900	\$0	\$0	\$9,900	\$121,325
TOTAL	\$0	\$72,600	\$9,900	\$0	\$0	\$9,900	\$121,325

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.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$154,888	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$154,888	\$140,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

Project: 65102 - Arterial Roadway Improvements (R) **Funding Source:** Half Cent Sales Tax

Project Description: Design fees, ROW acquisition and construction costs for various arterial streets within the City of Glendale.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$112,650	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$92,500	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$73,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$6,188,150	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: T1803 - 91st Avenue Improv. Turn Lane (R) **Funding Source:** Half Cent Sales Tax

Project Description: Project will construct a right turn lane into a Parking Lot at 91st Ave. and Maryland Ave.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$12,870
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$32,250
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$827,620

Operating Description:



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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$390,000	\$6,074,000	\$99,324,000
TOTAL	\$0	\$0	\$0	\$0	\$390,000	\$6,074,000	\$99,324,000

Operating Description: A supplemental budget request will be submitted once the project is near completion in FY 2026.

Project: 65062 - Glendale Sports Facilities Sgn (N) **Funding Source:** Half Cent Sales Tax

Project Description: This provides local funds for design and construction of one potential federally funded and one locally funded Intelligent Transportation Systems projects. These projects includes design, purchase and installation of Dynamic Message Signs on arterial streets and lane control signs around the Glendale Sports Facilities in addition to the communications connections of the signs to the central traffic control system. Once these projects are complete, the message boards will be used for traffic information dissemination as well as parking management.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$183,379	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$183,379	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M for this project is for electrical costs of the message signs. Annual equipment maintenance costs throughout the 10-year expected life of the equipment with an additional \$5,000 per year after five years. A supplemental budget request will be made when project is close to completion.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Supplies/Contr	\$11,940	\$12,300	\$12,670	\$13,050	\$0	\$71,360
Utilities	\$11,940	\$12,300	\$12,670	\$13,050	\$0	\$71,360
Equip. Maint.	\$53,040	\$54,630	\$56,270	\$57,960	\$0	\$316,950

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$723,834	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$723,834	\$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.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
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 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$0	\$1,850,000	\$1,850,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,850,000	\$1,850,000	\$0	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$247,431	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$247,431	\$0	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Utilities	\$0	\$20,000	\$20,600	\$21,220	\$0	\$116,030
Landscape	\$0	\$24,000	\$24,720	\$25,460	\$0	\$139,230

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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$104,837	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$3,710	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$157,542	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$286,089	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: There is no additional O and M anticipated due to this project.



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$234,456	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$234,456	\$0	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: This is a study project, which will not create O & M costs.

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Land	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0
Design	\$0	\$100,000	\$52,000	\$0	\$0	\$0	\$0
Design	\$80,506	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$42,844	\$30,990	\$147,025	\$0	\$0	\$0
Engineering Charges	\$4,900	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$6,999	\$4,066	\$7,204	\$0	\$0	\$0
Arts	\$0	\$428	\$310	\$1,470	\$0	\$0	\$0
Equipment	\$0	\$6,000	\$1,500	\$0	\$0	\$0	\$0
Equipment	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$30,000	\$30,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$117,406	\$186,271	\$124,866	\$155,699	\$0	\$0	\$0

Operating Description: Installation of missing curb, gutter, and sidewalk along existing roadways.



FUND SUMMARY: 2000-HURF/Street Bonds **Category: HURF**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
68917	Pavement Management-HURF	9,263,000	1,590,650	3,310,373	3,315,373	2,946,523	2,946,523 16,285,640
<i>Replacement of Existing Assets</i>							
68921	Citywide Concrete/Asphalt Imp.	193,782	0	0	0	0	0
68922	Rusted Street Pole Replacement	0	180,000	180,000	180,000	180,000	180,000 0
Sub-Total - Existing Assets		9,456,782	1,770,650	3,490,373	3,495,373	3,126,523	3,126,523 16,285,640
New Assets							
<i>0</i>							
68918	Infill Lighting Program	237,424	0	0	0	0	0
68919	*Street Lighting LED Conversion	0	5,740,150	0	0	0	0
68923	*Emergency Vehicle Preemption	0	329,789	0	0	0	0
Sub-Total - New Assets		237,424	6,069,939	0	0	0	0
Total Project Expenses:		\$9,694,206	\$7,840,589	\$3,490,373	\$3,495,373	\$3,126,523	\$3,126,523 \$16,285,640
Total FY 2018 Funding:		\$17,534,795					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$0
Construction	\$9,127,627	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,590,650	\$3,150,000	\$3,150,000	\$2,800,000	\$2,800,000	\$15,498,775
Finance Charges	\$57,500	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$57,500	\$57,500	\$42,150	\$42,150	\$287,500
Engineering Charges	\$4,373	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$26,373	\$26,373	\$26,373	\$26,373	\$131,865
Arts	\$0	\$0	\$31,500	\$31,500	\$28,000	\$28,000	\$342,500
Arts	\$68,500	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$5,000	\$10,000	\$10,000	\$10,000	\$25,000
TOTAL	\$9,263,000	\$1,590,650	\$3,310,373	\$3,315,373	\$2,946,523	\$2,946,523	\$16,285,640

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 2000-HURF/Street Bonds

Category: HURF

Project: 68922 - Rusted Street Pole Replacement (R) **Funding Source: HURF Bonds**

Project Description: The purpose of this project is to remove and replace existing streetlight poles that have been identified for replacement in the Rusted Pole Inspection Program due to excessive rust as the base of the streetlight pole.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Miscellaneous/Other	\$0	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$0
TOTAL	\$0	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$0

Operating Description:

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$224,552	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$10,572	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$2,300	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$237,424	\$0	\$0	\$0	\$0	\$0	\$0

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$0	\$5,500,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$82,650	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$92,500	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$5,740,150	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2000-HURF/Street Bonds **Category: HURF**

Project: 68923* - Emergency Vehicle Preemption (N) **Funding Source:** HURF Bonds

Project Description: *Previous Project # 70809* 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$311,416	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$15,259	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$3,114	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$329,789	\$0	\$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: 1650-Transportation Grants **Category: Other**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
New Assets						
0						
67505 CIP Transport. Grant Reserve	0	150,000	0	0	0	0
67556 FTA AZ 90-X124	68,055	0	0	0	0	0
<i>Sub-Total - New Assets</i>	<i>68,055</i>	<i>150,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$68,055	\$150,000	\$0	\$0	\$0	\$0
Total FY 2018 Funding:		\$218,055				

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Contingency	\$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: 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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
	\$68,055	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$68,055	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O & M funds needed. The project replaces existing buses that are being maintained.



FUND SUMMARY: 2480-Sanitation

Category: Other

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</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	234,605	0	0	252,644 550,941
78002	Frontload Trucks-Commercial	0	306,911	629,167	322,448	330,509	338,771 2,199,383
78003	Sideload Trucks-Residential	0	282,670	1,158,946	1,187,920	1,217,618	1,248,058 5,902,359
78004	Loose Trash Equip.-Residential	0	0	635,566	651,454	385,408	684,435 3,383,509
78005	Repl Pickup Trucks-Solid Waste	0	0	25,375	25,375	25,375	25,375 76,125
78008	Street Sweeper Replacement	0	0	245,269	251,400	0	0 1,116,744
Sub-Total - Existing Assets		0	589,581	2,928,928	2,438,597	1,958,910	2,549,283 13,229,061
New Assets							
0							
78006	*Solid Waste Office Space Study	0	0	203,000	203,000	203,000	203,000 1,015,000
78007	*Solid Waste Information System	0	0	100,000	0	0	0 0
Sub-Total - New Assets		0	0	303,000	203,000	203,000	203,000 1,015,000
Total Project Expenses:		\$0	\$589,581	\$3,231,928	\$2,641,597	\$2,161,910	\$2,752,283 \$14,244,061
Total FY 2018 Funding:		\$589,581					

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$3,467	\$0	\$0	\$3,734	\$8,142
Equipment	\$0	\$0	\$231,138	\$0	\$0	\$248,910	\$542,799
TOTAL	\$0	\$0	\$234,605	\$0	\$0	\$252,644	\$550,941

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$9,298	\$4,765	\$4,884	\$5,006	\$32,503
Equipment	\$0	\$306,911	\$619,869	\$317,683	\$325,625	\$333,765	\$2,166,880
TOTAL	\$0	\$306,911	\$629,167	\$322,448	\$330,509	\$338,771	\$2,199,383

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation **Category: Other**

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$17,127	\$17,555	\$17,994	\$18,444	\$79,247
Equipment	\$0	\$282,670	\$1,141,819	\$1,170,365	\$1,199,624	\$1,229,614	\$5,823,112
TOTAL	\$0	\$282,670	\$1,158,946	\$1,187,920	\$1,217,618	\$1,248,058	\$5,902,359

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$9,393	\$9,627	\$5,696	\$10,115	\$50,003
Equipment	\$0	\$0	\$626,173	\$641,827	\$379,712	\$674,320	\$3,333,506
TOTAL	\$0	\$0	\$635,566	\$651,454	\$385,408	\$684,435	\$3,383,509

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.

Project: 78005 - Repl Pickup Trucks-Solid Waste (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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$375	\$375	\$375	\$375	\$1,125
Equipment	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$75,000
TOTAL	\$0	\$0	\$25,375	\$25,375	\$25,375	\$25,375	\$76,125

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation **Category: Other**

Project: 78008 - Street Sweeper Replacement (R) **Funding Source:** Sanitation Revenues

Project Description: Replace street sweeper trucks assigned to Solid Waste

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$3,625	\$3,715	\$0	\$0	\$16,152
Equipment	\$0	\$0	\$241,644	\$247,685	\$0	\$0	\$1,100,592
TOTAL	\$0	\$0	\$245,269	\$251,400	\$0	\$0	\$1,116,744

Operating Description:

Project: 78006* - Solid Waste 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Finance Charges	\$0	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
TOTAL	\$0	\$0	\$203,000	\$203,000	\$203,000	\$203,000	\$1,015,000

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2440-Landfill **Category: Other**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
78523 Scalehouse & Road Relocation	294,537	0	0	0	0	0	0
78526 LF Gas System Modifications	0	300,000	0	375,000	0	0	0
78527 MRF Process Line Improvements	1,219,257	0	0	0	0	0	0
78528 Northern Ave LF Improvements	247,725	0	0	0	235,000	0	0
<i>Replacement of Existing Assets</i>							
78506 Landfill Repl Pickup Trucks	0	62,400	75,000	0	0	0	274,723
78509 MRF Forklifts	0	0	0	0	43,399	90,272	99,743
78511 Landfill Compactor Replacement	0	100,000	0	500,000	1,310,242	0	2,091,750
78512 Fuel Tanker Replacement	0	0	0	0	0	0	244,017
78514 Sanitation Inspection Trucks	25,334	0	0	44,995	30,416	0	138,440
78520 Landfill Bulldozer Replacement	0	0	0	0	1,306,147	1,358,393	1,800,489
78521 MRF Loader Replacement	0	0	0	0	474,962	0	577,865
78522 LF Water Pull Tractor Replace	0	0	0	741,031	0	0	315,931
78524 Landfill Motor Grader Replace	0	0	0	0	0	0	807,350
78525 Landfill Scraper Equipment	0	0	0	837,375	0	0	1,926,449
78530 Manlift MRF	0	26,390	26,390	0	637,103	0	0
78531 Light Duty Vehicle Replacement	0	56,840	0	0	0	0	0
T1808 Auxilliary Equipment	0	0	54,891	0	29,685	0	64,215
Sub-Total - Existing Assets	1,786,853	545,630	156,281	2,498,401	4,066,954	1,448,665	8,340,972
New Assets							
0							
78503 Landfill Closure (South)	483,422	0	325,000	125,000	350,000	500,000	750,000
78505 LF Phase Construction (North)	3,210,924	500,000	500,000	250,000	100,000	250,000	7,546,235
78507 Landfill Soil Excavation	0	125,000	125,000	125,000	125,000	8,525,732	3,679,973
78529 *New Bulldozer Purchase	435,625	0	0	0	0	0	0
Sub-Total - New Assets	4,129,971	625,000	950,000	500,000	575,000	9,275,732	11,976,208
Total Project Expenses:	\$5,916,824	\$1,170,630	\$1,106,281	\$2,998,401	\$4,641,954	\$10,724,397	\$20,317,180
Total FY 2018 Funding:		\$7,087,454					

PROJECT DETAIL: 2440-Landfill **Category: Other**



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 on our anticipated waste acceptance rate.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$294,537	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$294,537	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is required for this project.

Project: 78526 - LF Gas System Modifications (I)

Funding Source:

Landfill Revenues

Project Description:

The City is required by federal and state environmental regulations to install and maintain an active gas collection system within the landfill. Project provides for improvements to the existing gas collection system including retrofits, extensions, additions, and modifications to the vertical and horizontal extraction wells and lateral collection pipes. Because the gas wells and collection pipes presently are located above-ground level within the active landfill area, it is necessary to complete the gas well modifications and improvements ahead of filling the landfill sections with additional waste. Project includes burying of the above-ground lateral collection pipes to allow for simpler waste filling operations. Project scope also includes expansion of the horizontal and/or vertical gas collection wells in the final filling area (i.e. scale area). Project is required to maintain sequencing plan developed for waste filling in the landfill through the end of FY2017.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$300,000	\$0	\$375,000	\$0	\$0	\$0
TOTAL	\$0	\$300,000	\$0	\$375,000	\$0	\$0	\$0

Operating Description:

No additional O and M is needed at this time.

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$19,305	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$1,199,952	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,219,257	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

PROJECT DETAIL: 2440-Landfill

Category: Other

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$0	\$0	\$235,000	\$0	\$0
Construction	\$167,493	\$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	\$247,725	\$0	\$0	\$0	\$235,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$62,400	\$75,000	\$0	\$0	\$0	\$274,723
TOTAL	\$0	\$62,400	\$75,000	\$0	\$0	\$0	\$274,723

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: 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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Finance Charges	\$0	\$0	\$0	\$0	\$641	\$1,334	\$1,474
Equipment	\$0	\$0	\$0	\$0	\$42,758	\$88,938	\$98,269
TOTAL	\$0	\$0	\$0	\$0	\$43,399	\$90,272	\$99,743

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: 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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$100,000	\$0	\$500,000	\$1,310,242	\$0	\$2,091,750
TOTAL	\$0	\$100,000	\$0	\$500,000	\$1,310,242	\$0	\$2,091,750

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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$3,606
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$240,411
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$244,017

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: 78514 - Sanitation Inspection Trucks (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.

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$25,334	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$44,995	\$30,416	\$0	\$138,440
TOTAL	\$25,334	\$0	\$0	\$44,995	\$30,416	\$0	\$138,440

Operating Description:

No additional O and M is needed for this project.



PROJECT DETAIL: 2440-Landfill

Category: Other

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$0	\$0	\$19,303	\$20,075	\$234,846
Equipment	\$0	\$0	\$0	\$0	\$1,286,844	\$1,338,318	\$1,565,643
TOTAL	\$0	\$0	\$0	\$0	\$1,306,147	\$1,358,393	\$1,800,489

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$0	\$0	\$7,019	\$0	\$8,540
Equipment	\$0	\$0	\$0	\$0	\$467,943	\$0	\$569,325
TOTAL	\$0	\$0	\$0	\$0	\$474,962	\$0	\$577,865

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: 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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$0	\$10,951	\$0	\$0	\$41,208
Equipment	\$0	\$0	\$0	\$730,080	\$0	\$0	\$274,723
TOTAL	\$0	\$0	\$0	\$741,031	\$0	\$0	\$315,931

Operating Description: No additional O and M is needed since new equipment will replace aging existing equipment.



PROJECT DETAIL: 2440-Landfill

Category: Other

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$6,159
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$410,571
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$390,620
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$807,350

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$0	\$12,375	\$0	\$0	\$28,470
Equipment	\$0	\$0	\$0	\$825,000	\$0	\$0	\$1,897,979
TOTAL	\$0	\$0	\$0	\$837,375	\$0	\$0	\$1,926,449

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: 78530 - Manlift MRF (R) **Funding Source:** Landfill Revenues

Project Description: Replace Manlift assigned to MRF

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$390	\$390	\$0	\$9,415	\$0	\$0
Equipment	\$0	\$26,000	\$26,000	\$0	\$627,688	\$0	\$0
TOTAL	\$0	\$26,390	\$26,390	\$0	\$637,103	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78531 - Light Duty Vehicle Replacement (R)

Funding Source:

Landfill Revenues

Project Description: Replace light duty vehicles assigned to Landfill and MRF

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$840	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$56,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$56,840	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: T1808 - Auxilliary Equipment (R)

Funding Source:

Landfill Revenues

Project Description: Replace auxilliary equipment assigned to the Landfill and MRF, which may include skid steers, kubotas, lube trailer, etc.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$0	\$0	\$811	\$0	\$439	\$0	\$949
Equipment	\$0	\$0	\$54,080	\$0	\$29,246	\$0	\$63,266
TOTAL	\$0	\$0	\$54,891	\$0	\$29,685	\$0	\$64,215

Operating Description:

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$325,000	\$125,000	\$350,000	\$500,000	\$750,000
Design	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$376,320	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$10,859	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$7,216	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$3,763	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$75,264	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$483,422	\$0	\$325,000	\$125,000	\$350,000	\$500,000	\$750,000

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.

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Supplies/Contr	\$2,205,540	\$2,205,540	\$2,205,540	\$2,205,540	\$0	\$11,027,700



PROJECT DETAIL: 2440-Landfill

Category: Other

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$500,000	\$500,000	\$250,000	\$100,000	\$250,000	\$7,546,235
Construction	\$3,208,144	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$1,542	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$1,238	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$3,210,924	\$500,000	\$500,000	\$250,000	\$100,000	\$250,000	\$7,546,235

Operating Description:

No additional O and M is needed for this project.

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Construction	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$8,525,732	\$3,679,973
TOTAL	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$8,525,732	\$3,679,973

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Finance Charges	\$6,375	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$4,250	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$435,625	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2120-Airport Capital Grants **Category: Other**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
T1472 Airport EA for Channelization	0	0	0	0	0	0	286,590
<i>Replacement of Existing Assets</i>							
79521 Rehabilitate Apron	96,219	0	0	0	0	0	0
79524 North Apron R&R	4,500,000	1,525,662	1,000,000	1,000,000	0	0	0
79526 South Apron R&R	0	0	0	0	0	0	4,718,466
79527 *AWOS Weather Reporting Equip.	0	315,000	0	0	0	0	0
79532 FAR Part 150 Update	0	334,355	0	0	0	0	0
<i>Sub-Total - Existing Assets</i>	<i>4,596,219</i>	<i>2,175,017</i>	<i>1,000,000</i>	<i>1,000,000</i>	<i>0</i>	<i>0</i>	<i>5,005,056</i>
New Assets							
<i>0</i>							
79519 Airport-Capacity Study	50,000	0	0	0	0	0	0
<i>Sub-Total - New Assets</i>	<i>50,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$4,646,219	\$2,175,017	\$1,000,000	\$1,000,000	\$0	\$0	\$5,005,056
Total FY 2018 Funding:	\$6,821,236						

PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$286,590
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$286,590

Operating Description: No additional O and M is required for this project.

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Design	\$0	\$225,000	\$150,000	\$150,000	\$0	\$0	\$0
Construction	\$0	\$1,300,662	\$850,000	\$850,000	\$0	\$0	\$0
Miscellaneous/Other	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,500,000	\$1,525,662	\$1,000,000	\$1,000,000	\$0	\$0	\$0

Operating Description: This project rebuilds and rehabilitates existing pavement on the north apron.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$707,770
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,010,696
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,718,466

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Construction	\$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: 79532 - 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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Design	\$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: 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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$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.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1840-Other Federal and State Grants **Category: Other**

	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
80031 Saguaro Ranch Park Improvement	0	15,000	0	0	0	0
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>15,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$0	\$15,000	\$0	\$0	\$0	\$0
Total FY 2018 Funding:	\$15,000					

PROJECT DETAIL: 1840-Other Federal and State Grants **Category: Other**

Project: 80031 - Saguaro Ranch Park Improvement (R) **Funding Source:** Grants

Project Description:

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2070-General Gov Capital Proje **Category: Other**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
70800 Building Maint. Reserve	2,703,307	750,000	750,000	1,000,000	1,000,000	1,000,000	2,500,000
70801 Camelback Ranch Maint. Reserve	752,729	836,752	836,752	836,752	836,752	836,752	4,183,760
70802 Barrel District Imp	15,000	0	0	0	0	0	0
70803 Capital Repair-Arena	500,000	500,000	500,000	500,000	500,000	500,000	2,500,000
70804 *Tennis Courts at Paseo Park	89,565	0	0	0	0	0	0
70810 *TDMA Upgrade for RWC	0	1,183,422	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	1,000,000	0	0	0	0	0	0
70806 Replacement of Airpaks	0	836,000	813,850	0	0	0	0
70811 CBR Scoreboard	0	1,000,000	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	5,060,601	5,106,174	2,900,602	2,336,752	2,336,752	2,336,752	29,168,844
New Assets							
0							
70808 *CBR Land IGA	0	668,646	0	1,086,822	0	0	0
Sub-Total - New Assets	0	668,646	0	1,086,822	0	0	0
Total Project Expenses:	\$5,060,601	\$5,774,820	\$2,900,602	\$3,423,574	\$2,336,752	\$2,336,752	\$29,168,844
Total FY 2018 Funding:	\$10,835,421						

PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

FY 2018-2027 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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$1,760	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$749,655	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$756,454	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$1,195,438	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$750,000	\$750,000	\$1,000,000	\$1,000,000	\$1,000,000	\$2,500,000
TOTAL	\$2,703,307	\$750,000	\$750,000	\$1,000,000	\$1,000,000	\$1,000,000	\$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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$40,577	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$176,832	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Construction	\$0	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$2,625,000
Construction	\$198,879	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Engineering Charges	\$18,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$10,500	\$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	\$307,441	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$752,729	\$836,752	\$836,752	\$836,752	\$836,752	\$836,752	\$4,183,760

Operating Description:

Project: 70802 - Barrel District Imp (I) **Funding Source:** Other

Project Description: Extend concrete pathway adjacent to fruit packing structure at Sahuaro Ranch Park

Capital Costs	Carryover	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Miscellaneous/Other	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description:

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$89,565	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$89,565	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 70810* - TDMA Upgrade for RWC (I) **Funding Source:** Other

Project Description: This project is a multi-year funded project for the TDMA upgrade of the Regional Wireless Cooperative (RWC) communications system. The TDMA technology will allow the RWC to almost double its capacity without the addition of more frequencies. Frequencies are limited in quantity and difficult to obtain. As the valley increases its hosting of major events, the radio system will be taxed. The TDMA technology will ease this burden. While not yet Federally mandated, TDMA is an inevitable technology upgrade. The scope of work includes 100% of the TDMA costs to the city. Departments using the RWC include Police, Fire, Field Ops, and Water Services.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
IT/Phone/Security	\$0	\$1,183,422	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,183,422	\$0	\$0	\$0	\$0	\$0

Operating Description:

FY 2018-2027 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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:

<u>Operating Costs</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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: 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.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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:

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,000,000	\$0	\$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 Proj **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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$836,000	\$813,850	\$0	\$0	\$0	\$0
TOTAL	\$0	\$836,000	\$813,850	\$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: 70811 - CBR Scoreboard (R) **Funding Source:** Other

Project Description: Purchase of scoreboard for Camelback Ranch

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Equipment	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
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 2018	FY 2019	FY 2020	FY 2021	FY 2022	FYs 23-27
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:



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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Land	\$0	\$668,646	\$0	\$1,086,822	\$0	\$0	\$0
TOTAL	\$0	\$668,646	\$0	\$1,086,822	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2593 - City-Wide ERP Solution **Category: Other**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
72000 City-Wide ERP Solution	0	2,862,221	1,132,837	0	0	0	0
Sub-Total - New Assets	0	2,862,221	1,132,837	0	0	0	0
Total Project Expenses:	\$0	\$2,862,221	\$1,132,837	\$0	\$0	\$0	\$0
Total FY 2018 Funding:		\$2,862,221					

PROJECT DETAIL: 2593 - City-Wide ERP Solution **Category: Other**

Project: 72000 - City-Wide ERP Solution (N) **Funding Source:** General Fund

Project Description: Replacement of the City's ERP system including modules for financials, procurement, budget, and HR. This a multi-year phased project. The current Peoplesoft system will be reaching it's end of life and vendor support within the next two years. This system will replace all PS applications.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Miscellaneous/Other	\$0	\$2,862,221	\$1,132,837	\$0	\$0	\$0	\$0
TOTAL	\$0	\$2,862,221	\$1,132,837	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1220-Arts Commission **Category: Other**

		<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FY 2022:</u>	<u>FYs 23-27:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84650 Municipal Arts Program	683,849	200,000	200,000	142,943	0	0	0
Sub-Total - New Assets	683,849	200,000	200,000	142,943	0	0	0
Total Project Expenses:	\$683,849	\$200,000	\$200,000	\$142,943	\$0	\$0	\$0
Total FY 2018 Funding:	\$883,849						

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 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FYs 23-27</u>
Contingency	\$285,049	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$398,800	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$200,000	\$200,000	\$142,943	\$0	\$0	\$0
TOTAL	\$683,849	\$200,000	\$200,000	\$142,943	\$0	\$0	\$0

Operating Description: Total O&M for maintaining the city art inventory is \$173,162.



Legislation Description

File #: 17-261, Version: 1

RESOLUTION NO. R17-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CREATING AN ENTERTAINMENT DISTRICT IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 4-207(C)(4).

Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution creating an entertainment district in the Centerline Redevelopment Area in accordance with Arizona Revised Statutes (A.R.S.) Title 4-Arizona Liquor Law, § 207(C)(4) Entertainment District that would allow the city, on a case-by-case basis, to approve exemptions from the distance restrictions prescribed in A.R.S. § 4-207 pertaining to the location of certain types of liquor licenses within 300 feet of a church or school.

Background

In 2015, the former retail property located at 5734 W. Glendale Avenue was acquired by a church organization for use as a church facility. The addition of a church at this location raised questions from the business community about impacts on existing businesses and vacant properties in the area as it pertained to the issuance of liquor licenses. This was also a concern for the city because in 2007 the City Council, reinvigorated the mission to create a vibrant city center which ultimately culminated in the development of the Centerline project. Over the course of roughly two years between 2007 and 2009, the City Council and staff participated in a variety of community activities to gather key stakeholder and community input regarding the continued development of the Glendale Avenue corridor. Some of the key themes that came out of the public outreach process were to apply mixed development with good balance of uses for vitality, variety, and sustainability including nightlife (see attached report for details).

A.R.S. § 4-207 prohibits the issuance of certain types of liquor license for any premises that are, at the time the license application is received by the director, within 300 horizontal feet of a church, school building, or fenced recreational area adjacent to the school building. This restriction is commonly referred to as the “300-foot rule”. A church is defined as any building erected or converted for use as a church where services are regularly convened, that is used primarily for religious worship and schooling, and that a reasonable person would conclude is a church by reason of design, signs or architectural or other features (A.R.S. § 4-207(D)(1)). A school is defined as any public or private school with any grades Kindergarten through 12 (A.R.S. § 4-207 (A)).

The 300-foot rule must be observed for the following license types:

- Series 6 Bar

- Series 7 Beer & Wine Bar
- Series 8 Conveyance
- Series 9 Liquor Store
- Series 10 Beer and Wine Store
- Series 14 Private Club
- Series 16 Wine Festival/Fair

The following license types are not impacted by the 300-foot rule:

- Series 1 and 2 Producer
- Series 3 Microbrewery
- Series 4 Wholesaler
- Series 5 Government
- Series 11 Hotel-Motel
- Series 12 Restaurant
- Series 13 In-State Farm Winery
- Series 15 Special Event license
- Series 18 Craft Distillery
- Playing area of a golf course with an issued license
- A beer and wine license at a not-for-profit performing arts theatre with a permanent seating capacity of at least 250 persons
- Validly issued licenses that were in place prior to the location of a church or school (these licenses can be transferred to new owners at the same location)

State law allows places of worship and schools to be located within most zoning districts. The State Legislature recognized the potential conflict between community desires to create day and night time activation in certain areas based on entertainment uses and amended A.R.S. § 207 to include a provision that allows the governing body of a city or town, on a case-by-case basis, to approve an exemption from the distance restrictions set for churches and schools through the formation of an entertainment district (A.R.S. § 4-207(C)(4)). The number of entertainment districts allowed in any jurisdiction is based on municipal population as follows:

- Population of at least 500,000 may designate no more than 3
- Population of at least 200,000 may designate no more than 2
- Population less than 200,000 may designate no more than 1

An entertainment district is defined as a contiguous area that is designated by a resolution adopted by the governing body of a city or town that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities (A.R.S. § 4-207(C)(4)).

Analysis

The creation of an entertainment district that would allow entertainment uses to coexist in the context of the downtown environment along with schools and churches has the potential to support economic development in the downtown area. There are approximately 16 known churches and 2 schools (one of which is a co-located church and school) that, when accounting for a 300-foot buffer zone, would fall within the proposed boundary of the entertainment district. Most of those facilities fall within the heart of the downtown area between 55th Drive and Grand Avenue. There has been market interest in converting former retail uses to entertainment type uses that would require liquor licensing and there are several vacant properties in this area that could benefit from market-driven redevelopment opportunities.

Glendale's population dictates that only two entertainment districts could ever be created. An entertainment district designation does not impact Zoning Ordinance regulations or provide any other rights or privileges to businesses located within the district. The designation of an entertainment district is only relevant to the issuance of liquor licenses that require observing the 300-foot rule.

The city conducted a public outreach effort that resulted in feedback outlining general support for the concept with suggestions for maintaining the existing character of the area while creating the ability to attract new uses to revitalize Centerline. The public outreach effort included the use of a survey tool to collect consistent feedback which resulted in a total of 151 survey responses received between July 22, 2016 and September 27, 2016.

Survey Summary Findings:

- 56% of respondents were in favor of the proposal
- 30% of respondents opposed the proposal
- 11% of respondents were undecided
- 3% of respondents did not provide an answer to this question
- A majority of business community respondents (92%) and resident respondents (56%) were in favor of the proposal

Constituent Group Data:

- 58% of respondents were residents
- 20% of respondents were church leaders, parents/students, or school administrators
- 16% of respondents were business owners, property owners, or landlords
- 6% of respondents did not provide an answer to this question

Geographic Location Data:

- 48% of respondents represented the impacted 85301 zip code
- 32% of respondents represented the immediately adjacent 85302 and 85303 zip codes
- 15% of respondents represented other Glendale zip codes
- 3% of respondents represented non-Glendale zip codes
- 2% of respondents did not provide an answer to this question

A staff summary report and the full details of the survey, including commentary, are provided as an attachment to this report. Themes from those in favor were that the proposal could create attraction, diversity of uses, and revitalization. Themes from those opposed or expressing concern included concerns

about potential increases in undesirable behavior, impacts to the existing family-friendly environment, and opposition towards liquor store uses.

Staff presented to the Planning Commission on August 4, 2016 providing information about the proposal and seeking input and guidance from the Commission regarding whether there was general support for the concept, were there any specific criteria that they would suggest be utilized by Council when evaluating requests for exemptions, any suggestions or comments regarding the proposed district boundaries, or any other concerns or need for additional information on the topic. One question was raised regarding whether the proposal would allow billboards in the downtown area. The adoption of an Entertainment District does not impact zoning and therefore would not have any impacts related to billboards. The Planning Commission expressed support for moving forward with the proposal.

A public meeting was conducted on Wednesday, August 31, 2016 to provide an overview, answer any questions, and seek public feedback. The meeting was attended by approximately 12 adults (not including city staff and Councilmembers) and four people spoke publicly. Two were church pastors (including one that also operates a school), one was a business owner who is also a resident, and one was a resident. The feedback from those who spoke was general support of the concept and the city's efforts to revitalize downtown, but also the request that efforts be made to maintain the character of the downtown area and consider impacts to adjacent properties in the decision-making process when individual exemptions are considered.

Based on the public feedback received, staff developed exemption criteria to be included in the resolution for Council consideration which addresses time, place, and manner considerations. These exemption criteria would be utilized by the City Council when considering a request for an exemption to the 300-foot rule. At the October 4, 2016 workshop a Council member requested that staff seek directed feedback from the faith community regarding the exemption criteria. That outreach was conducted which resulted in the additional feedback below:

- Expressed appreciation for the staff effort to provide information and answer questions which provided transparency in the process and the proposed policy development
- Support for the proposal, but a concern that future staff and council respect the character of the area and consider impacts to adjacent properties when considering exemption requests
- A desire to support City Council's use of tools to develop downtown into a place that people want to visit and support
- That downtown be a place that people can take their children during the day or evening and that more music, restaurants, art, and activities for families are desirable
- That this proposal would not result in an increase in public drunkenness or allow drive-through liquor stores

Also at the October 4, 2016 workshop two Council members offered suggestions regarding the proposed boundaries for the district to include some of the properties to the north of Glenn drive between approximately 52nd and 55th avenues and to consider bifurcating a currently vacant parcel that is located near the Civic Center directly across from a church. Staff conducted follow-up on both of those suggestions. The parcels to the north of Glenn drive are composed of small residential lots which created concerns regarding being able to meet the 1/8 mile-wide criteria as referenced in the statute and future licensing could be

problematic in the case of parcel bifurcation. The proposed boundaries as shown on Exhibit A of the resolution and the Church/School Buffer Zone Map are the same boundaries that were presented during the public outreach process and at the October 4, 2016 workshop, no changes were made.

Previous Related Council Action

At the October 4, 2016 Workshop, staff presented the findings from the public outreach effort and sought guidance from Council on whether the initiative should move forward and asked for any changes to the recommended exemption criteria or proposed boundaries. Council provided comments regarding the map boundaries, asked that the proposed exemption criteria be shared with the church leaders, and provided consensus direction to bring this item to a future voting meeting for consideration.

At the May 3, 2016 Workshop, staff sought guidance from Council regarding the potential formation of an entertainment district pertaining to the issuance of liquor licenses. Council directed staff to conduct public outreach to solicit feedback and comments on the proposed creation of an entertainment district in downtown Glendale. Council also directed staff to maximize the proposed boundary by extending east to 43rd Avenue and west of Grand Avenue.

Community Benefit/Public Involvement

Creating strategies that provide an agile response to market demands as it relates to the attraction and location of businesses in the Centerline area is a significant concern for the long-term economic vitality of the area. The Centerline is unique in that it represents the historic character of Glendale and, because of prior Council actions and initiatives, is uniquely positioned to support mixed-use development that encourages a dense, walkable core that would create a true live, work, play environment benefitting residents, businesses, and visitors alike. To inform Council's decision regarding the creation of an entertainment district, staff conducted the following public outreach activities.

- Development of a survey tool to capture consistent public feedback
- Direct mailer to 39 churches and 10 schools which included schools that would be impacted and those in the immediate vicinity. The packet included: outreach letter with an offer to meet/present to their constituency, fact sheet, and survey. Staff did not receive any requests to meet, but did attempt phone contact to verify receipt of materials and offer to meet/answer questions.
- Postcard mailer to over 470 Centerline businesses and the interested parties list maintained by the Planning Department.
- Communication with Glendale Elementary School District which resulted in automated calls to student households informing them of the proposal and public meeting.
- Email notification to the following groups:
 - Registered neighborhoods in Cactus and Ocotillo districts
 - Glendale Centerline Alliance
 - Glendale Chamber of Commerce
 - Downtown and Catlin Court merchants
- Two quarter-page advertisements in the Glendale Star in the August 18, 2016 and August 25,

2016 print editions

- Inclusion in City Council newsletters
- Formal press release
- Public service announcement on Glendale 11

Public outreach efforts resulted in the following:

- 151 survey responses
- Staff presentations to:
 - Glendale Chamber of Commerce Government Affairs Committee
 - 5 and 5 Downtown Merchants alliance
 - Glendale NEIGHBOR non-profit consortium
 - Planning Commission
- Formal public meeting held on August 31st
- Five formal news articles and 2 opinion pieces in the Glendale Star, the Arizona Republic, and Your West Valley (Independent Newsmedia Inc.)
- Formal letter of support from the Glendale Chamber of Commerce

Budget and Financial Impacts

There are no budget or financial impacts associated with this request.

RESOLUTION NO. R17-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA, CREATING
AN ENTERTAINMENT DISTRICT IN ACCORDANCE WITH
ARIZONA REVISED STATUTES SECTION 4-207(C)(4).

WHEREAS, A.R.S. § 4-207 restricts the granting of certain types of liquor licenses to establishments that are located within 300 horizontal feet of existing churches or schools; and,

WHEREAS, A.R.S. § 4-207 allows the governing body of a city or town, on a case-by-case basis, to approve an exemption from the separation requirements for a church or a public or private school located in an area that is designated an entertainment district by the governing body of that city or town; and,

WHEREAS, A.R.S. § 4-207 specifies the number of entertainment districts a city or town may designate based on population; and,

WHEREAS, A.R.S. § 4-207 defines an entertainment district as a contiguous area that is designated by a resolution adopted by the governing body of a city or town that consists of no more than one square mile, that is no less than one-eighth of a mile in width, and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities; and,

WHEREAS, existing law allows places of worship and schools to be located within most zoning districts without restriction; and,

WHEREAS, the Glendale community participated in a community visioning process for the downtown Glendale area known as Centerline and recommended strategies for supporting redevelopment of this area include, among other things, the application of mixed-use development with a balance of uses for vitality, variety, and sustainability including nightlife; and,

WHEREAS, the city of Glendale conducted a public outreach effort regarding the potential formation of an entertainment district that resulted in feedback outlining general support with suggestions for maintaining the existing character of the area while creating the ability to attract new uses to revitalize Centerline; and,

WHEREAS, the City Council has determined that the creation of an entertainment district that would allow entertainment uses to coexist in the context of the downtown environment along with schools and churches has the potential to support economic development in the downtown redevelopment area and is in the best interest of the city.

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

SECTION 1. That the City Council of the City of Glendale accepts and adopts the Centerline Entertainment District as shown and defined in Exhibit A.

SECTION 2. That the City Council of the City of Glendale will consider requests for exemptions from the separation requirements of A.R.S. § 4-207 (A) within the Centerline Entertainment District against the following time, place, and manner criteria:

- A. Zoning and Land Use. The proposed use complies with all applicable zoning requirements, including zoning specific to the Glendale Centerline Overlay District, and, if applicable, a conditional use permit was granted for the proposed use.
- B. Effects. The proposed use is not materially detrimental to and will not adversely affect (1) any church or charter school that is within 300 feet of the proposed use, (2) the persons residing, working or visiting the entertainment district or surrounding neighborhoods, or (3) the surrounding properties, neighborhoods, and the city. Adverse effects may result from several sources, including but not limited to the traffic, parking, safety, pedestrian accommodation and accessibility, hours of operation, noise or odor of the proposed use.
- C. Character. The proposed use complements and enhances the surrounding area, and does not adversely affect the character of the Glendale Centerline, including but not limited to the family-friendly character of the area.

SECTION 3. Severability. In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph will not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 4. That this Resolution becomes effective in the manner provided by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of June, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

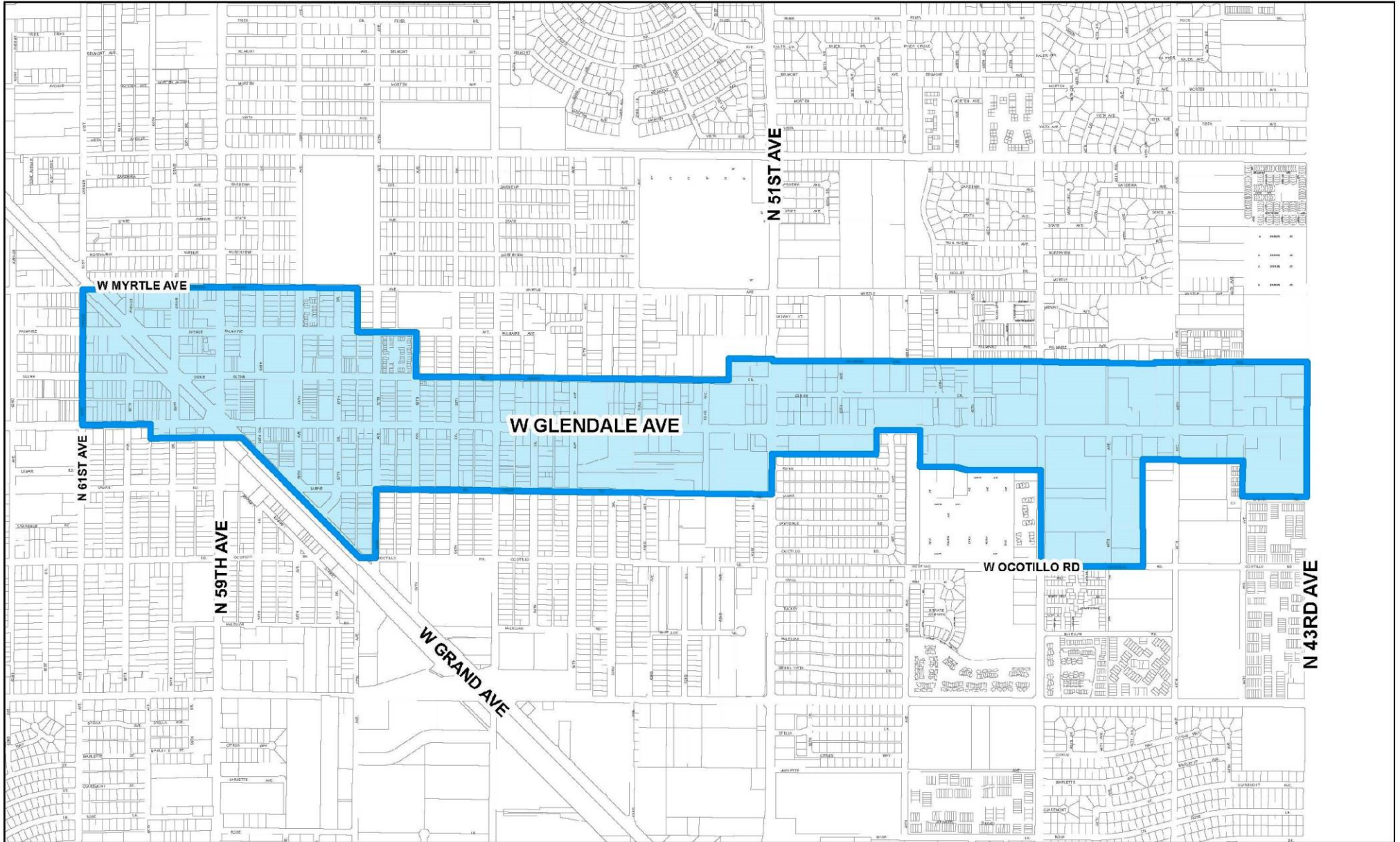
REVIEWED BY:

Kevin R. Phelps, City Manager



Exhibit A - Centerline Entertainment District

 District Boundary



City of Glendale, Arizona Community Input Summary

Since the genesis of the Centerline project at the City Council planning retreat in November 2007 much activity has occurred to address the strategic direction set by the Council's top priority to "Create a Vibrant City Center". This visionary intention was brought to life by a directive for action... "Expedite creation of a downtown (re) development strategy engaging the public, business community, City Council and external professional support." Since then, hundreds of stakeholders across a broad range of age, role and walk of life participated in one or more of a variety of events and input conversations. The intention in design of these events to gain community perspective as the Council directed was to inform, involve and inspire. Indications suggest that all the events have appreciated by the public. The public input continues and will be updated periodically. However, the information to date suggests some common vision themes that are shared across the wide variety of participants and likely to be representative of the community. This report provides a summary of each input process and the overall shared vision themes.

Shared vision themes

- Be sure the plan represents history, & character that is uniquely Glendale
- Include public spaces with water, seating, art, character
- Attractive landscaping throughout will define the area
- Don't lose local businesses that define Glendale
- Apply mixed development with good balance of uses
- Be creative and willing to consider new ideas...adapt
- Stay in touch with the public as decisions are made
- Businesses keep the area clean and well maintained
- Balanced mixed use for vitality, variety and sustainability
- Keep and expand special events, night life

Much more detail is available in the complete detailed summary of each event. This summary presumes that the reader has access to that detail and is familiar with the nature of each event listed.

Discovery Tours

- Be true to your community character
- Have open public spaces
- Be insistent on historic preservation
- Make parking convenient
- Public art
- Balance of small, medium, large business/residential... mixed use
- Preserve local flavor
- Convenient parking
- Apply imagination to the effort... be creative
- Streetscapes define spaces
- Many activities & events to create vibrancy

-Glendale Centerline-
"A Work in Progress"

- Active street level business without dead space
- Creative use of financial tools
- Create a unique Glendale sense of place and good connections

Business Breakfast

- Include the public, listen carefully and take their input into account
- Form a shared vision that is inclusive, achievable and compelling
- Make the Centerline authentically Glendale & unique
- Form a broad strong economic base... mixed use
- Be adaptive and design renewable spaces... be flexible
- Provide organization and policy support
- Form a cohesive political viewpoint
- Have distinctive architecture and landscaping
- Think outside the box
- Include small, local, ethnic restaurants that show Glendale culture
- Respect the changing nature of commerce

Congress of neighborhoods

- Small town feel with larger city amenities
- Keep Glendale charm that makes us special
- Keep service level and access to government
- Committed leadership and public policy support
- Community and neighborhood involvement
- Historical significance and appearance preserved
- Diversity of community and character areas
- Support existing business and emphasize local small
- Family oriented friendly community

Vision Fair

- Small town feel
- Historic preservation
- Special events
- Clean up the blight
- Arts and culture
- Landscaping improvements
- Family friendly sense of community
- Diversity
- People spaces, water, seating, play
- Mayor, Council openness

ASU Community workshop

- Connections
- Preserve the landmarks
- Transportation options
- Mixed use development

- Nightlife
- Entertainment

Traveling booth

- Small town feel with big city amenities
- Historical buildings
- Family oriented
- Variety of special events
- Address safety issues
- More shops & restaurants
- Landscaping and pedestrian spaces
- Maintain properties, clean up blight
- Mixed use development

Property owners breakfast

- More people/ activities/ events
- Clean, safe, attractive streetscape
- Historic character
- Clear vision and momentum
- Encourage small local business
- More nightlife
- Maintain properties
- Vibrant mixed use

Business owners breakfast

- Access/ pedestrian friendly
- Hometown/small town
- Safe, clean, comfortable
- Redevelopment plan/ policy to support
- Vibrant, quaint, historic
- Uniform hours of operation/ businesses work together
- Activities and events
- Outdoor seating
- Mixed use / diversity of business and buildings

Respectfully submitted,

RABowers

Richard A. Bowers

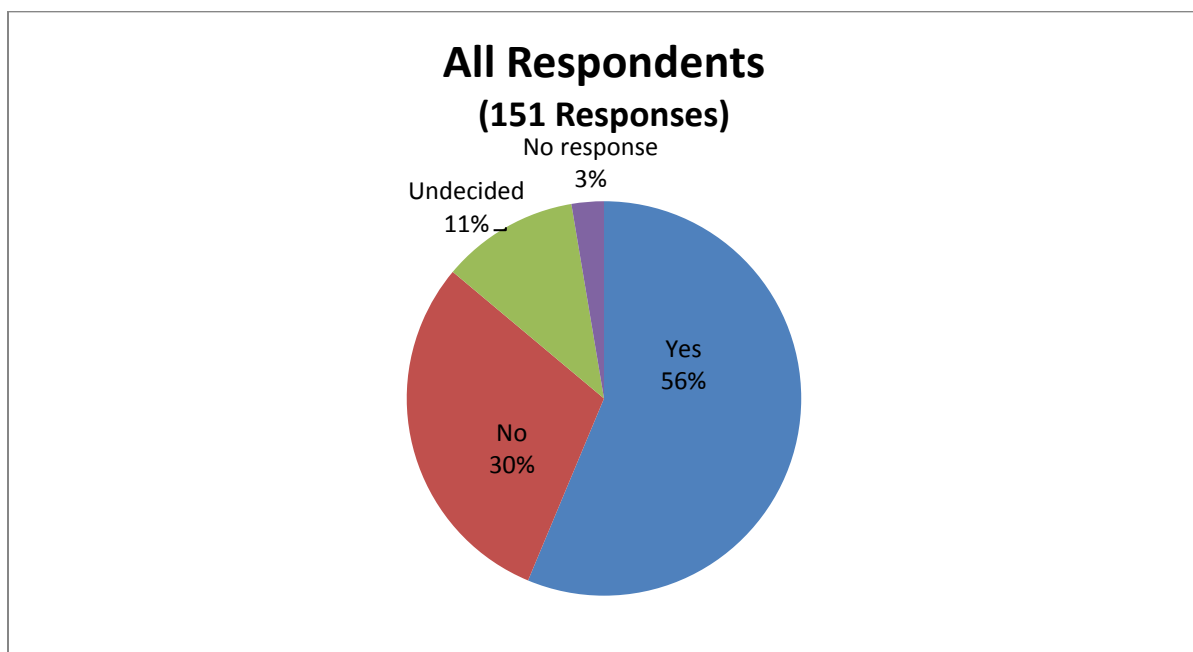
Overview

At the May 3, 2016 Workshop, Council directed staff to conduct public outreach in order to solicit feedback and comments on the proposed creation of an entertainment district in downtown Glendale. A primary component of that outreach was a survey tool used to solicit feedback from any interested parties. The survey was provided both online and in hardcopy. The survey was also provided in both English and Spanish. A copy of the survey and a full listing of all the responses received accompanies this summary report.

Results Summary

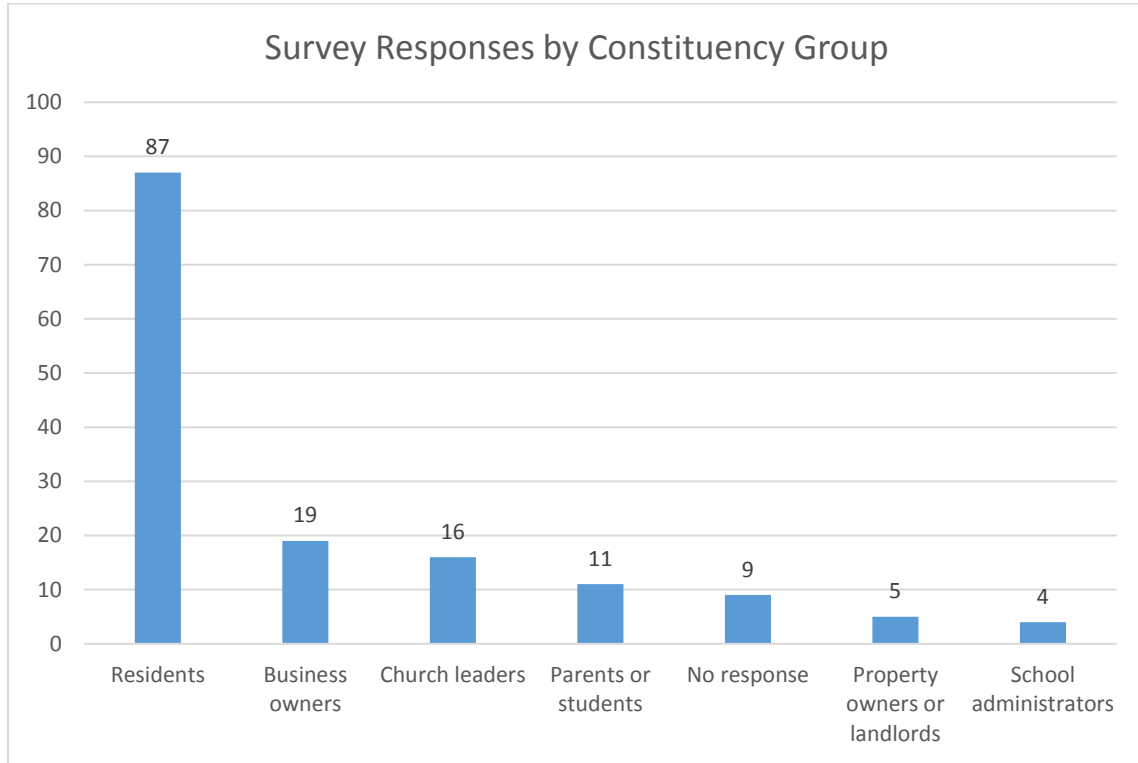
56% of all respondents reported that they were in favor of the creation of an Entertainment District in downtown Glendale. Of the 151 survey responses received, 85 indicated they supported the proposal, 45 indicated that they did not support the proposal, 17 indicated that they were undecided, and 4 provided no response. Further evaluation of the survey data showed that there were differing levels of support among different constituency groups with 92% of business community respondents, 56% of resident respondents, and 36% of church/school/parent/student respondents in support of the proposal.

Those in favor generally discussed the opportunity to draw more people into downtown, the opportunity to attract more diverse businesses, the increased entertainment options it would offer for Glendale residents and visitors, and the opportunity for increased economic development and downtown revitalization. Common issues raised by those not in support included concerns about drunk driving, undesirable behavior and fights, the closeness to schools, and a desire to keep the quaint, family-friendly environment currently in downtown Glendale. There was particular concern about the possibility of liquor stores opening near schools.



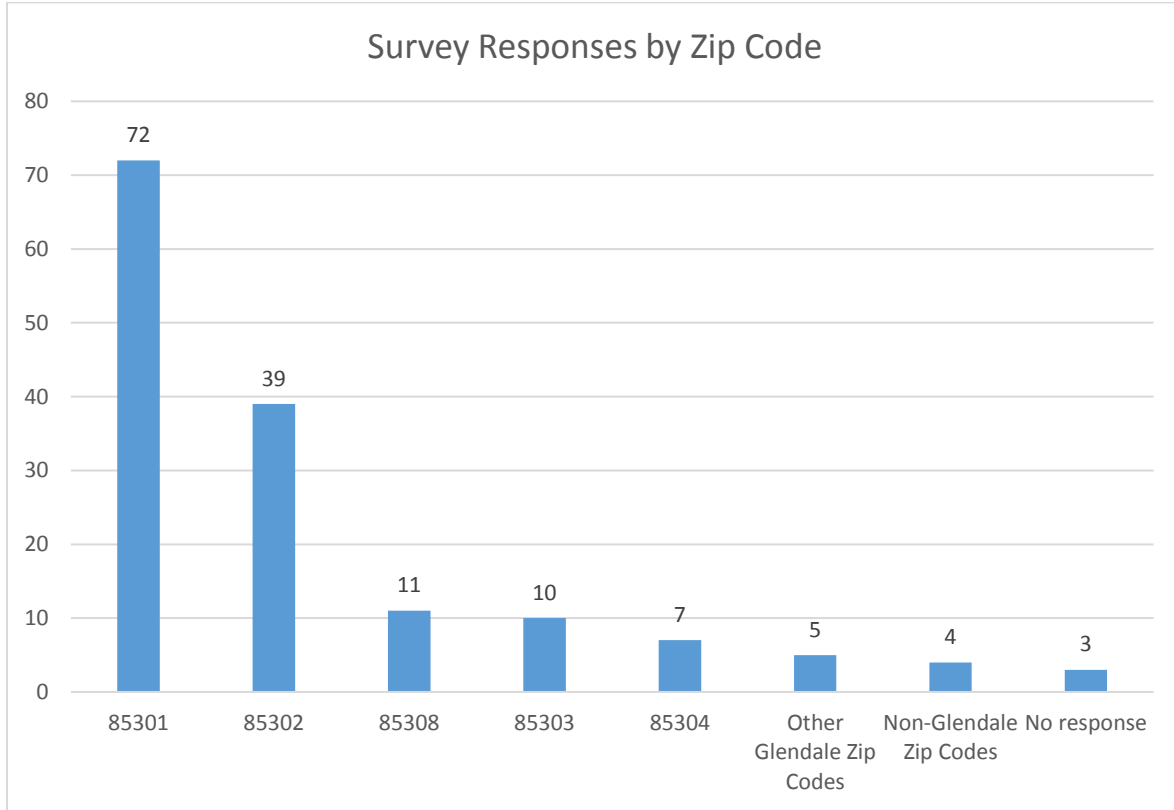
Number of Responses by Constituency Group

In total, 151 survey responses were received over a 9-week period. The majority of the responses were submitted online (130) and 21 were received in hardcopy. The following chart shows the number of survey responses received by Constituency Group.



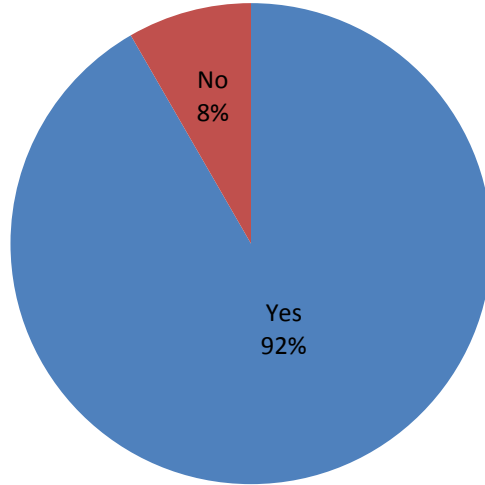
Number of Responses by Zip Code

The majority of the responses received (48%) were from the 85301 zip code which includes the proposed entertainment district area and an additional 33% of responses were received from the 85302 and 85303 zip codes which represent the neighboring areas. The following chart shows the number of responses received by zip code.



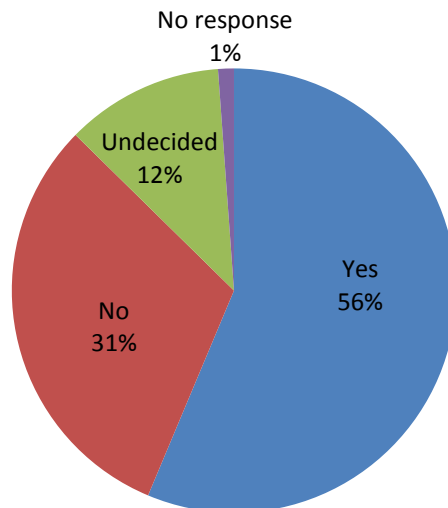
Responses by Constituent Group

**Business Community Respondents
(24 Responses)**

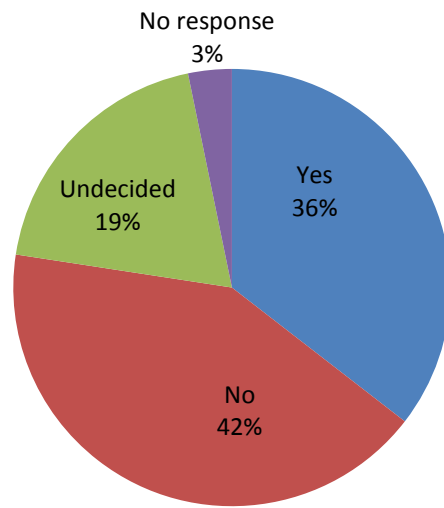


*Includes Business Owner and Landlord/Property Owner constituent groups

**Resident Respondents
(87 Responses)**



Church and School Respondents (31 Responses)



*Includes Church Leader, Parent/Student, and School Administrator constituent groups

Proposed Downtown Glendale Entertainment District Survey Responses

1. Which category do you most affiliate with as it relates to your position on the proposed Entertainment District?	2. Please provide the zip code of your home, work, or business (whichever most influences your position on this issue)	3. Are you in favor of the creation of an Entertainment District in downtown Glendale?	4. Why or why not?	5. Do you agree with the proposed district boundaries?	6. Why or why not? If not, what changes to the boundaries would you recommend?	7. Do you have any remaining concerns or need any additional information to make a decision on this topic?
Church Leader	85051	No	Even though I live just east of Glendale (39th Ave) I attend UMC in Glendale, shop - etc - just can't see this helping growth in the historic area	Undecided	I think there are some large vacant areas that need to be seriously considered in profitable ways for the city	What other choices for this area you have considered
Resident	85301	No		No		
Business Owner	85301	No	it WAS an antique district until you started your restaurant push	No	bring back antique stores	
Business Owner	85302	No				why extend it all the way toward 43rd Ave? Downtown is probably okay.
Church Leader	85301	No	Already have smoke shops and liquor stores near our church and school. I do not like the idea of more in the areas influencing our neighboring children.	No	Although having an Entertainment district could bring in reverse, would it help smaller businesses or do more damage to them?	No.
Church Leader	85301	No	Although I'm not a teetotaler, and have no objection to wine bars or restaurants serving alcohol, this District does not appear to have restrictions on such things as seedier bars and/or liquor stores, both of which will begin a downward spiral of the area as opposed to adding to its appeal as a destination place.	No	Too close to schools. There are public, private, and parochial schools in that area.	Please re-think the parameters of the District. Can it be a more restrictive as to usage? (See #4)
Church Leader	85301	No	Alcohol isn't an answer to failed businesses and broken down strategies.	No		Westgate is great for an Entertainment District. Downtown Glendale is great for families and local festivals. Business managers need to be encouraged to keep their places open later in the night especially on the weekends.
Church Leader	85301	No	No vetting of businesses. Wine bars treated the same as liquor stores.	No	Too close to schools and churches. Expand Westgate to the east.	Liquor stores and bar signal deterioration of downtown areas, not revitalization.
Parent/Student	85301	No	It bothers me that one of the boundaries is the street in front of a school. I'm concerned with the excess traffic that will be driving within actual neighborhoods vs main streets.	No	Shift them so that traffic exits to main streets vs into the neighborhood.	I would like to know when this started and what the existing boundaries look like. I'm also concerned that this survey did not provide a Spanish option since there is a higher concentration of residents in the affected area that may need that option.
Parent/Student	85301	No	I don't want liquor sold by my children's school.	Undecided		
School Administrator	85301	No	Liquor should not be near schools	No	Close to three elementary schools	
School Administrator	85301	No	Liquor should not be near schools	No	Close to three elementary schools	
Church Leader	85302	No	It would bring more traffic which Glendale Ave can't hold - more drunks	Undecided	Not familiar with some of area	Who is going to pay for this; where is the money coming from?
Church Leader	85302	No	I grew up in Glendale. We did not allow liquor in the downtown area. I still feel that way.	No	Do not want entertainment district downtown at all.	No, no, no.
Parent/Student	85302	No	Too close to schools	Undecided		
Parent/Student	85302	No	It's unnecessary and would bring the class of the downtown area into a decline.	Yes	They are fine the way they are.	Please consider the residents of the community and how it would effect them instead of those who would just be swiniquing by the area for a drink.
Resident	85301	No	You're endangering children by letting drunks drive our streets near our schools.	No	Too close to too many schools	Why are you endangering children? Whose idea is this?
Resident	85301	No	Before starting something of this magnitude please take care of things we actually need. What happens to the historical district and all that is now in existence? The biggest issue is where is the \$\$ coming from to bring this to something worth while and does not bring in too much FUN and FROLIC??	No	No changes necessary if you don't keep pursuing this project.	The westside has never and will never bring folks in from the eastside, so there's no reason to try and compete.
Resident	85301	No	Not interested in additional "night-life" traffic to our neighborhood. Family restaurants and businesses that people want to visit and shop at are what's needed.	No	Keep the entertainment district at Westgate and the Casino.	Glendale Glitters attracts thousands because it's fun for families and people of all ages-not because they can drink alcohol. Keep this in mind. Creating an entertainment district won't equal crowds and revenue for downtown Glendale. Keep downtown Glendale as a fun place to hangout with shops and restaurants and keep the bars and the night-life scene at Westgate. If something needs to change in downtown Glendale it's the shop owners staying open past 6-7pm and it's the property owners who need to sell their EMPTY shops or rent them at half the price they're currently asking for. Thinking that turning downtown Glendale into an entertainment district will solve all the problems is a refusal to look what's currently "broken" and needs fixing. Thank you.
Resident	85301	No	Because I think the size is to big and it is to close to homes. I don't think you need to change zoning to add places to eat. We don't need more drinking places just to get dollars from the tax rate	No	Don't see a need to change the zoning already in place	-Concerned Resident
Resident	85301	No	Depends on what is included. I would support restaurants and other food serving establishments serving alcohol; however, I DO NOT support it if this will include liquor stores.	No	I disagree with bringing the boundary south to Ocotillo between 45 & 47 Aves. Keep it strictly along Glendale Ave.	Would like to know changes if there are any before they become final
Resident	85301	No	My church has just opened in Downtown Glendale	Yes	There should not be exemptions when it comes to allowing liquor licenses within 300ft of any church or school.	As previously stated, I would support this if it only include food serving establishments; however, I will openly oppose it if it includes liquor stores.
Resident	85302	No	I do not feel that we need the entertainment district as large as you are proposing. We also need to be more cautious on the liquor licenses because of the schools and the church's in the area.	No	It needs to be smaller.	There should be respect and honor upheld when it comes to protecting the gathering of any faith members or students in any school. I am not opposed to the expansion of Downtown Glendale as long as the limits are upheld.
Resident	85302	No	to approve liquor licensing in the area of churches and schools solely for the economic enhancement of entertainment venues does not justify this enhancement. People can be entertained without access to liquor, and that way is safer in these areas.	Undecided		I also feel that alcohol should be the driving force behind the entertainment district.

Proposed Downtown Glendale Entertainment District Survey Responses

1. Which category do you most affiliate with as it relates to your position on the proposed Entertainment District?	2. Please provide the zip code of your home, work, or business (whichever most influences your position on this issue)	3. Are you in favor of the creation of an Entertainment District in downtown Glendale?	4. Why or why not?	5. Do you agree with the proposed district boundaries?	6. Why or why not? If not, what changes to the boundaries would you recommend?	7. Do you have any remaining concerns or need any additional information to make a decision on this topic?
Resident	85302	No	My feeling is that the downtown area is what attracted me to Glendale forty years ago. I think the area has already been damaged by the development of the arena and stadium with the surrounding "entertainment" facilities. Why do we need more? Leave the historic down town as it is and do not try to drag bars and clubs to the area.	No	I am totally opposed to the idea. We have the area around the stadium and along Northern. No need for this.	No. City needs to rethink and reject.
Resident	85302	No	It would be fine if no liquor were involved. You can have fun w/o liquor. It needs to be family friendly. Bars are not a good influence for children. Downtown Glendale has the Methodist Church, the new church that is where the Mad Hatter used to be, the Lutheran Church, the Landmark School and the Velma League Library all within a few blocks of each other. It would taint the wholesome flavor of our downtown with what we have tried to build for decades.	No	Keep it out at the arena and stadium area. We don't need it downtown, too.	No liquor!!!! You insert a new equation of possible trouble and additional Police presence with alcohol.
Resident	85302	No	Liquor licenses for the area would not be a good fit. Downtown Glendale used to be a daily destination for quaint shops and antiques, known all over the US for that. Now it will be just another place to go eat and leave, or drink and drive for the locals, one of many already in the area. The city has already made it hard for the shops to stay in business. The Grand Avenue project hurt so many of them. Now, with the light rail tearing up the street for years, it will be the end of them. Sad to see the demise of downtown, and sad that the city thinks the only way to bolster traffic there is to bring in bars and liquor stores. Too bad the city doesn't care about the businesses already there. I already have to travel to Phoenix to make purchases I used to make there. At least I pay less tax on my purchases in Phoenix. Hate to see my taxes being used to fight things like the casino and Coyotes, they are in a great spot-happy to have them, but not to help the shops in Glendale. Having a bar next to the shops will not drive any customers to them.	No	Prefer not to have liquor licenses in the area.	No, have already made my decision, and it seems the city has already made theirs as well.
Resident	85302	No	It will cause too much drinking and noise.	Undecided		no
Resident	85302	No	Bringing more alcohol and drinkers into the city is a bad idea. more traffic, more drunk drivers is a very bad idea.	No	See above	
Resident	85302	No	To close to school we do not need any drunk drivers there is already enough.	No	We don't need to have a business like this serving alcohol around any school.	
Resident	85302	No	There are so many obligations the City already has that are not being fulfilled. To take on another job, one that is not a necessity, should be out of the question. Our roads and parks need attention. Besides the area around the stadium is already under development and should be used rather than Glendale Avenue. Who would come to downtown Glendale for nightlife: Gangs, drunks, or other unsavory members of our society?	No	Too broad. If it must be it should be shorter. Kept in the square area.	Crime is rising and this would invite more crime. Bars are a great target for unemployed and desperate folks.
Resident	85302	No	It could lead to underage drinking and violence during family events	Undecided		
Resident	85302	No	I like downtown Glendale the way it is	No	One change I would like see them go smaller	I do not have any remaining concerns or need any additional information to make a decision on this topic.
Resident	85303	No	Glendale can not even hold on to the coyotes, how this going to work out.	No		
Resident	85303	No	To close to schools, too many traffic lights, encourages alcohol, don't need more drunk drivers	No	Maintain current boundaries	
Resident	85303	No	No need for any other bar	Yes	Boundaries must be kept.	
Resident	85303	No	Look what drunkness causes fights strife why would they want it close to schools and endanger children what if there's a fight people do act different being drunk I worry for the safety of the children and the community	No	For alcoholism to stay away from the schools and children why would you want your children seeing people drunk what are we showing them that drinking alcohol is ok	I understand the city is all about making money and profit's but think about the children and the safety of the community
Resident	85303	No	I feel that it would bring down the quality of our city.	No	Do not do it at all please.	I feel we should choose quality over quantity. We already are beginning to have issues with our area with drugs and drinking, adding a entertainment district will encourage even more low class, thug life living. Just look at all the other major cities with entertainment districts, sure they are fun to visit, but not fun to live in.
Resident	85305	No	We have Westgate and should focus on building that which is already established. Going across Grand Ave is also a cumbersome and parking is poor downtown.	Undecided		Not really. Need light rail from Westgate to downtown.
Resident	85308	No	Alcohol does not equate to entertainment and that is all this seems to be about. There are plenty of places to drink nearby, no need to permanently change the zoning in order to provide an increased number of drinking establishments.	Yes		
Resident	85308	No	Alcohol is never a good thing to be more of. More drunk people on streets in a place that would be better without.	Undecided		
Resident	85308	No	Unless totally family and children oriented - no liquor	No	Too large - encompasses too many churches and schools	Alcohol causes loose morals, lack of control. Add if marijuana is passed - real danger problem.
	85301	No	Glendale should be a family oriented place. I love living in that kind of community.	No	Move it elsewhere - Westgate? Look for other ways to revitalize downtown.	
	85302	No	don't think it's the answer	No		
		No	We don't need a lot of drunks walking the streets of downtown Glendale after dark. That will keep family events away.	Undecided		
Church Leader	85301	Undecided	I fully support the development of the downtown but wonder what this will do to the property on 56th Avenue and south of Palmyra. We would not like to see a tavern there or a venue for live music or outdoor music. Because the information offered is so broad, it is difficult to understand what impact this might make.	Undecided	see answer above	see answer above.
Church Leader	85301	Undecided	Entertainment is OK but should discourage liquor/alcohol beverages. Our youth need better examples. Check Glendale's past history. Not good for type of business down town now. Please NO liquor laws passed for down town.	Undecided		Need more info, will look for info in Glendale Star.
Resident	85301	Undecided	I do not know all of the properties which would be affected.	No	The boundary listed on the website appears to be much larger than one square mile and I do not know all of the properties which would be affected.	A list of affected properties would be helpful.
Resident	85301	Undecided	am partially blind, i currently am not fond of Downtown sidewalks as they are now... so will the district cause the area to have improved sidewalks... 2. due to limited Finances, i am restricted on my outings and have to go to eateries w value priced meals like Fast food or Tafo bell... all those fast food places are on 43/glendale or not in downtown... plus i live on bus route.	Undecided	with my magnification viewer, had trouble w the current map colors even on Reverse color	it depends on if the "district" will be redeveloped.. currently there are 2 bus stops that are in the dark in the area.. 59 sb, S of Glendale & one East of, about 58th.. will ask staff at meeting on the map boundaries..

Proposed Downtown Glendale Entertainment District Survey Responses

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Church Leader	85301	Undecided	Although there seem to be plenty of restaurants & bars that serve alcohol in the area. I'm not sure about the quality of entertaining establishments that might seek to secure liquor licenses.	Yes	It seems to be the highest concentration of existing restaurants, bars, etc.	I would like some assurance of quality control of restaurants and bars that might seek liquor licenses. Our church & school is at 58th Dr and Glen Dr.
Church Leader	85301	Undecided		No	limit district boundary to extend from 43rd to 55th	No
School Administrator	85301	Undecided	It would depend on what impact it would have on our school. If this Entertainment District will bring in people that will be disruptive to the atmosphere of historic downtown Glendale, then I am not in favor of it. But if the nice, friendly, atmosphere that already exists will continue then I will be in favor of it.	Yes	The boundaries seem fine as they are.	More information as to what type of "entertainment" will be made available within the boundaries will be needed in order for me to make an informed decision.
Church Leader	85302	Undecided		Undecided		need additional information
	85301	Undecided		Undecided		
Resident	85301	Undecided	I believe we can have an entertainment district without increasing the number of liquor licenses issued.	Yes	It seems to coincide with the current venue for the main established entertainment events such as Glendale Glitters, etc.	Entertainment and recreation do not need to be bolstered by alcohol and other substances of abuse.
Resident	85301	Undecided	Don't know enough	Undecided		
Resident	85301	Undecided	I am in favor of businesses that offer food or bookstores, etc that offer wine/beer and microbreweries, but not bars and liquor stores.	Undecided	I want to maintain the historical character of downtown Glendale. Very concerned about what this could turn into. Parking, security, etc.	Do you honestly feel people from across the valley will drive to Glendale for more liquor when they have it close to their homes. Unless we have theater, or other businesses, they won't. We have to offer more - not just bars.
Resident	85302	Undecided		No	I do not feel there should be an exemption for the nearness to churches and/or schools.	
Resident	85304	Undecided	not enough information, hopefully will be able to decide after meeting	Yes	brings visitors to downtown area	do charter schools fall under term "school"? music and bands and will this be a disruption to community if this is allowed?
Resident	85308	Undecided	The type of "clubs" is not specified. Would strip clubs, for example, be approved. I wouldn't support those types of clubs.	Undecided	I'm guessing that the boundaries apply to the centerline. Is that what you want the centerline to be noted for?	You need to provide much more information about the types of establishments that would be welcomed if this were created. What about educational institutions. Would they be located in this area?
Resident	85308	Undecided		Yes		like to know what the current businesses in downtown feel about this district being formed.
Resident	85308	Undecided	Downtown is a long way from Arrowhead and most of the time we don't go there.	Yes	It is an area of town that I don't frequent very often so it looks OK to me.	Is there a real benefit to Glendale other than to bring people to downtown? Again this is a very localized topic for a city with the geographic size of Glendale.
Business Owner	85301	Yes	Glendale was once a "destination" for antiques; it needs to become a "destination" once again.	Yes	We need to attract visitors to the downtown area; think tax base.	I think light rail in the downtown area will be a huge mistake.
Business Owner	85301	Yes	Anything to bring in more customers.	Yes		
Business Owner	85301	Yes		Yes		
Business Owner	85301	Yes	Development of City, economical growth. Attraction of more tourist.	Yes	Agreed to boundaries	Everything is looking great.
Business Owner	85301	Yes	Stimulate foot traffic in the neighborhood	Yes		
Business Owner	85301	Yes		Yes		
Business Owner	85301	Yes	I think it will help bring life and business to the downtown area.	Undecided		
Business Owner	85301	Yes	It would allow more diverse business which would increase overall customer base n exposure to all business	Yes		I will try to attend meeting. The transient problem may increase. I recommend bike and or walking police presence. This will allow a better feeling of safety for the evening traffic. It will also be necessary to keep the area (trash containers) clean and the area around them better maintained.
Business Owner	85301	Yes	Make Glendale a destination spot	Yes		
Business Owner	85301	Yes		Undecided	They seem to jog here there and everywhere	no
Business Owner	85301	Yes	Encourage more traffic to expose my business	Undecided		
Business Owner	85301	Yes		Yes	none	none
Business Owner	85301	Yes		Yes		
Business Owner	85301	Yes	Provides for additional business opportunities with the sale of alcohol.	Yes	They seem to capture the majority of the downtown area while remaining in compliance with the overall limitations of the district.	As a new district established within the city, would it be required to be ADA compliant?
Business Owner	85301	Yes	I agree because it will bring more people to the area and create interest in my business.	Yes		
Landlord/Property Owner	85301	Yes	Would help draw people into the downtown area.	Yes		
Landlord/Property Owner	85301	Yes		Yes		
Landlord/Property Owner	85301	Yes	Need to bring life back to the heart of Glendale	Yes		
	85301	Yes	it will help revitalize downtown and centerline	Yes	yes, with the exception of including the SW corner shopping center at 43rd Ave and Glendale	None
	85301	Yes	it may help with developing the east end of Glendale Ave	Yes		I still have some concerns about the light rail and I assume this to help promote it. I have discussed this with my staff and with our parish.
	85301	Yes	The antique district is dying, we need to keep up with the market demand, keep our Glendale dollars in Glendale or bring them with our festivals, make Glendale a destination	Yes	This is a drive by area through the heart of Glendale heading to Westgate, why not have some great food to stop and enjoy then head to the game or movie at Westgate. Keep the area safe, a beautiful walking area, wonderful for family time.	Moving homeless out of downtown area
Landlord/Property Owner	85301	Yes	Without this designation we would lose valuable businesses and hurt our big downtown events like the Chocolate Affair, etc.	Yes		
Church Leader	85301	Yes	The more businesses we have the more people we will attract. The more people we attract, the more opportunities we have for our church to be seen.	Yes	The boundaries are close to our church property.	No, I do not.
Church Leader	85301	Yes	More theater and other entertainment like children's theater, museums, concert venues	Yes	to rejuvenate the area	
Parent/Student	85301	Yes	Economic development in our community. New businesses will help create a strong local economy.	Yes	Adding the whole corner of 43rd ave and Glendale Ave.	I would like more information on what they are planning on building in the future if entertainment district gets approved.
School Administrator	85301	Yes	keep the community involved	Yes	walking distance for our community	N/A
Parent/Student	85302	Yes	To generate more traffic for the local businesses in the area.	Yes		

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Parent/Student	85302	Yes	City revenue increase as result. Hopefully coinciding with Light Rail route for the Entertainment District	Yes	N/A	I strongly believe routing the Light Rail through said district would bring more people to the events while reducing traffic flow and, therefore, reduce potential DUI issues from said proposal.
Parent/Student	85302	Yes	Would bring culture and business to downtown Glendale	Undecided	I'm not aware of the boundaries as of yet	
Parent/Student	85305	Yes	Downtown Glendale is out dated. The few new restaurants down there like Cuff, the hotel restaurant and the steakhouse are exciting and a sign of good things to come. Let's hope they're mostly non chain and gastro pub types (i.e. not like Westgate). And Cuff's venue is also cause for excitement. As a Glendale resident, I shouldn't have to drive to other cities to see comedy, concerts, etc.	Undecided	If it's in line with the light rail plan then Glendale should be poised to become more than a sleepy suburb.	
Resident	85268	Yes	I'm an entertainer. so I'm excited by the prospect of new venues.	Undecided	I'm not familiar enough with the downtown area to make an informed decision, so I'll defer to local business owners on that decision.	
Resident	85301	Yes		Yes		
Resident	85301	Yes		Undecided	The boundary is very logical and encompasses existing and future Glendale Centerline development, except for the SWC of 43rd Avenue and Glendale Avenue. The shopping center should be included since it is an excellent gateway development site. It is near schools and churches which could preclude redevelopment opportunities unless it is placed in the Entertainment District.	The Entertainment District is an essential tool for adaptive reuse and redevelopment of downtown and the Glendale Centerline. The new church taking over the Mad Hatter shop removes a huge retail and tax source for downtown. The downtown needs all the help it can get to survive and have options for visitors to enjoy and keep coming to historic downtown Glendale.
Resident	85301	Yes	It will liven up the area. Possibly cut down on homeless and graffiti	Yes	In the heart of DT Glendale is perfect	Get better parking. If this proposal is to bring people here. The parking definitely is a big issue.
Resident	85301	Yes		Yes		
Resident	85301	Yes	would allow more business to move in to vacant spaces	Yes		
Resident	85301	Yes	Glendale functions like a backwoods city. it's time to turn some lights on.	Yes	There are really few houses in that area that it would affect families.	No
Resident	85301	Yes	will give residents more activities in evening especially adults. dancing, dining, friendship.	Yes	will not effect area neighborhoods and increase business interest.	
Resident	85301	Yes	To create a more vibrant downtown	Yes		
Resident	85301	Yes	Great opportunity for downtown revitalization	Yes		
Resident	85301	Yes	Bring more people to Glendale	Yes		
Resident	85301	Yes	It will be good for local business	No	Liquor should only be served in the down town restaurant in a more control environment.	You are more likely to have a better community relation if people are not walking around drinking. When people are under the influence of alcohol they push boundaries and make it uncomfortable to other and our Elderly and parents with small children love coming to down town Glendale because of the inviting atmosphere and we must keep it a happy place for generation to come. Thanks for caring about our family's.
Resident	85301	Yes	Liven up Glendale	Yes	Makes the best sense.	Just that the city makes the process quick and easy for business to come to Glendale.
Resident	85301	Yes	modernize our city, bring variety/choices, encourage new retail/restaurants/young people and older to come here, not just for bowl games but weekends and more	Yes	we need to inject the downtown area with new businesses, current status is dying, we need revenue, fresh image	none, Chandler and Tempe are booming with this concept, we need those people here in our city spending money and spreading the word about what a great place Glendale is to spend some time and money, we love our downtown, it is beautiful and quaint but we need tax revenue and sustained businesses w/support
Resident	85301	Yes	An entertainment district I believe will allow for the city to better determine what is best for the growth of Glendale and its citizens.	Yes	The proposed area is perfect for an entertainment district. There is a lot of potential for growth and industry that will want to have a liquor license and entertainment.	
Resident	85301	Yes		Yes		
Resident	85301	Yes	Love Glendale restaurants with alcohol	Yes		
Resident	85302	Yes	could increase business revenue	Undecided		yes
Resident	85302	Yes		Yes		
Resident	85302	Yes	would like more popular places to go eat that are close to where we live	Yes	I would like to see it in the downtown area	no
Resident	85302	Yes	We need to have a place tha will provide residents an accessible place to go and also help visitors to stay in Glendale and not migrate to the eastside.	Yes	Easily accessible and good for revitalizing downtown area	no
Resident	85302	Yes	I would love to be able to drive 3 miles to find lots of evening and weekend entertainment/restaurants like 83rd/Bell.	Yes	The downtown Glendale area has so much potential that needs to come back to life.	This can't happen soon enough!
Resident	85302	Yes	Downtown Glendale needs change in a bad way and this will bring in more business and perhaps a different crowd..	Yes		
Resident	85302	Yes		Undecided		
Resident	85302	Yes	anything to help revive downtown Glendale at this point in time would be great.	Undecided	What are the proposed boundaries??	
Resident	85302	Yes		Yes		
Resident	85302	Yes		Yes		
Resident	85302	Yes	It would be good for businesses and help revitalize the downtown area providing a nearby area for the residents of the older area of Glendale	Undecided	Maybe enlarge it some	
Resident	85302	Yes	We moved to this area with the hopes that downtown Glendale would grow and develop. Part of this development is to allow establishments to serve alcohol in different contexts. I am not opposed to that. I also don't feel that the serving of alcohol in close proximity to schools or churches is an issue since there are laws in place to regulate how, when and to whom it may be served.	Yes	The boundaries seem reasonable. I don't have enough information about the issue to recommend any changes.	I would like to know more about the pros and cons of liquor being served within 300 feet of a church or school. People attending a church should not be offended about a restaurant or other establishment service alcohol next door. People are going to be exposed to that sort of thing on a daily basis regardless, so seeing it when walking into church should make no difference. And I don't see how serving alcohol 350 feet away or 400 ft away from a school as opposed to 300 ft away would make any difference. What would the concerns be?

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Resident	85302	Yes	Increase interest in the area. Creates an urban type atmosphere which could lead to increase home values. This will help revitalize the area.	Yes		
Resident	85302	Yes	Glendale needs more adult night life	No	Too large. Keep it simple to get it going.	No
Resident	85302	Yes	Bring exposure and business to our city	Yes		
Resident	85302	Yes	In order to make downtown a desirable destination like those in other cities with historic downtown areas	Yes		
Resident	85303	Yes		Yes		
Resident	85303	Yes	Bring more jobs, entertainment closer to home.	Yes		
Resident	85303	Yes	It will bring more people into the downtown district at different times not just during special events	Undecided	I would propose the boundaries stay within Grand to the west and 51 to the east	None at this time
Resident	85303	Yes	We need to bring the area business. Would boost attendance ie. Glendale Glitters, Blues Festival, etc.	No	43rd Ave too far too close to Phoenix, 51st Ave better	No, I like the idea.
Parent/Student	85305	Yes	create a more vibrant downtown especially in evenings - more attractions	Yes	43rd Ave is gateway to downtown	nope
Church Leader	85307	Yes	City revenue will be enhanced. More people will be drawn to Glendale for entertainment. Many will see and visit our church. It can be a win win.	Yes	The boundaries encompass the most logical areas.	None
Resident	85304	Yes	Flexibility and more revenue	No	I believe they should only extend east to 51st Ave.	
Parent/Student	85308	Yes	I don't think that allowing alcohol closer to churches will have a negative effect. I believe it is more about context and execution than simply allowing it in buildings it was previously banned from.	Yes		
Business Owner	85308	Yes	It eliminates a barrier to entry for new businesses in the area.	Yes	It would be really great to see a BevMo or Total Wines move into one of the old car dealership lots if they are near a school or a church.	No.
Resident	85304	Yes	Economic stimulus. Downtown Phx, Downtown Tempe, and Downtown Mesa have booming entertainment districts.	Yes	Maybe not as far East but definitely like the current proposal	
Resident	85304	Yes	Bring Jobs	Yes	None	Get It Done....Sad See Downtown So Vacant.
Resident	85304	Yes	It will allow for more entertainment venues, with so many churches and schools located in the area, it is impossible to accommodate new venues/businesses. We need a more vibrant downtown instead of just being known for primarily antiques.	Yes	Based on the one sq. mi. constraint I think this is a good layout	No, not at this time as I haven't spent much time looking at it but I do like we're extending it all the way to 43rd Ave - with light rail coming we have many possibilities to finally transform this two mile stretch (43rd - 59th) long been a bit of an eye sore, especially since the car dealerships left. could limit hours of when alcohol could be served so the populations would interact less
Resident	85304	Yes	not concerned with the presence of alcohol/establishments in the community	Yes		
Resident	85304	Yes	I'd like to see the area revitalized- it has a lot of historic homes and buildings and our history is worth s	Yes		
Resident	85308	Yes	Bring more small business to Glendale, boutique type, bistros, home grown breweries, etc	Yes		no
Resident	85308	Yes	Without a "spark" that area will continue to languish.	Yes		
Resident	85308	Yes		Yes		
Resident	85310	Yes		No		
Resident	85318	Yes	More focus, opportunities to use space more hours	Undecided		
Resident		Yes				
Landlord/Property Owner	85335	Yes	Hopefully, new restaurants will open up and bring more visitors.	Yes	I am comfortable with these boundaries.	No, I will probably go to the town hearing at end of month.
Business Owner		Yes	Old Towne Glendale is so unique and this would add another reason for people to make this a destini	Yes		
	85301		Glendale functions like a backwoods city, it's time to turn some lights on.		There are really few houses in that area that it would affect families.	No
	85303		Glendale can not even hold on to the coyotes, how this going to work out.			
Church Leader	85301					
Resident	85302					

